1901-010 Chancery Causes: Admr. of W. M. Pennington vs Admrs. of M. C. Parsons &c
Lee Co. George W. Peters & vs. George A. Crabtree Folder 1 of 4

Russell, Jessee, Pridemore, Richmond, Blair, Smith, Duncan, Nicoll, Ely, Armstrong, Carter, Hall, Yeary, Peters, Kirk, Sewell, Shelburn, Cecil, Hurst, Spencer, Zion, Graham, Roop, Potteet, Johnson, Hughes, Garrett, Brown, McNiel, Mileham, Cook, Witt, Morgan

-Deed

CA-Debt
T-Property

Oversize Box 1:
-List of Property Taxes

To Hon.W.T.Miller,

Judge of the Circit Court for Lee County:

The amended Bill of your Complainant,R.L.Pennington,Administrator of the estate of W.M.Pennington deceased, would respectfully represent unto your honor as follows;-

That at the Feby.Rules,1896,he filed his original Bill against H.J.Russell and J.C.Jessee in their own right, and as administrators of the estate of M.C.Parsons deceased,Eva Ruseel, Ellen Jesse,G.W. Parsons,Rebeca Parsons,Wheeler P. Parsons,Bessie Parsons,A.L.Pride Mor ,C.T.Duncan trustee,H.D.G.Blair,W.M.Smith,J.L.Pennington, W.A. Parsons and Henry Nicol;that since the filing to the said original Bill,which is here prayed to be taken as part of this, as if fully set out herein, he has leared that the legal title to the land known as the Knob farm is in the heirs of the estate of M.D.Ricmond,from whom the said Parsons had purchased the same but from whom he had never gotten any title;therefore the said M.D.Richmond being now dead, and for the purpose of extracting title to the said tract of land,in addition to the said relief prayed in the original bill, your orator prays that B.H.Sewe and S.V.F.Richmond as administrators of the estate of M.D.Richmond, and S.V.F.Richmond in his own right,Lizzie Ely,Alex.M.Ely, Mary Smith,Jennie Armstrong,W.K.Armstrong,May Richmond,Nerve Richmond, Josk Richmond, heirs of law of the said late M.D.Richmond and Mrs.Saluda Richmond,be made parties defendant to the said Original and Amended bill,and that a guardian ad litem be appointed for the said May Richmond,Nerve Richmond,and Josh Richmond, who are infants,to defend them in this suit,that the said addult defendants be require to answer the said amended bill,but not under oath, and all other furthur general relif that the nature of his said cause may demand ,and he will ever pray &c.

+ that a deed be made by a commissioner from the court + estate of M.D.Richmond to the heirs of the said M.C.Parsons -

Pennington Bros. P.Q

R.L.Pennington, Admr.et al,

vs. Amended Bill.

Russell and Jessee, Admrs.

1896 2nd May rules
amended bill filed
& pa accepted & D N
" 1st June rules taken
the last monday in
May D N Confd &
Cause set for hearing

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County, Virginia:

Your Petitioner, W.J.Mileham, Sheriff for Lee County Virginia, and as such administrator of the estate of J.S.Burgin deceased, would respectfully represent to the Court that there is pending in this Court a chancery cause of R.L.Pennington Admr. &c. Vs. J.C.Jessee administrator and others, which said cause has for its object the settlement of the administration account of said Jessee administrator of the estate of M.C.Parsons deceased, and to marshall the assets of the said Parsons for the purpose of settling up the estate of the said Parson's; that in said cause such proceedings have been had that a commissioner, A.M.Goins, has been appointed for said purposes, and that said Commissioner up to this time has performed the duties assigned him and made reports to the Court of the same; that for the purposes of paying off the indebtness of said estate the personal effects of the said decedent have been used and certain real estate sold, the proceeds of which or a considerable portion thereof are now funds in the hands of and under the control of this Honorable Court.

Your Petitioner will further show to your Honor that his decedent holds debts against John L.Pennington and the said M.C.Parsons deceased which have never been reported by said commissioner to this Court, and said debts are as follows: First, a note, under seal, for $451.00 dated March the 29th 1889, payable one day after the date there of, executed to the said J.S.Burgin by J.L.Pennington and M.C.Parsons, on which note there is endorsed the following credits, May the 5th 1890 $30.00, June the 14th 1894, $35.00; and Second, a note, under seal, for $451.00 dated March the 29th 1889, payable twelve moths after the date thereof, executed to the said J.S.Burgin by J.L.Pennington and M.C. Parsons, and on this note there is endorsed the following credits, on September the 20th 1894 $300.00, and the above credits are the only credits to which said notes are subject, and the residue of said notes and the interest thereon is wholly due and unpaid, either to the said decedent in his life time or to your

Petitioner since his death. In both of said notes the homestead exemptions are waived and both of said notes are herewith filed marked "A" and "B" and prayed to be considered as a part of this bill.

Your Petitioner will further show to your Honor that he is informed and believes that the reason said Burgin did not present said notes to the said Commissioner at the time of his sittings to be reported in said cause for payment is that the said John S.Burgin was an old man infirm and in bad health and ignorant of what his duties were in this regard, and may not, in fact, have known of the pendancy of said suit for said purpose.

Therefore the prayer of your Petitioner is that he may be allowed to come into said suit and prove the said two debts evidenced by the said two notes as aforesaid, and to have the same adjudged against the estate of the said Parsons for payment, as that the said J.L.Pennington the joint obligor on said notes is totally insolvent, and he prays for such other and further and general relief as the nature of his case may require. And he will ever pray &c.

W. J. Milham Adm'r of the Estate of J. S. Burgin Dec'd petitioner.

C. T. Duncan
B. H. Sewell } attys

Virginia, Lee County, to wit:

I A. B. Munsey Clerk of the Circuit Court for the County and state aforesaid, do hereby certify that W. J. Milham adm'r, personally appeared before me, and made oath in due form of law, that the matters and things in the above petition in so far as made on his own knowledge are true, and in so far as made on knowledge and information derived from others he believes to be true. Given under my hand, this the 16th day of March 1900.

A. B. Munsey Clerk

Filed with petition and answer

R. L. Pennington Admr

vs { Petition of W. J. Milham Admr &c.

J. C. Jessee admr et al.

Filed in open court and by leave thereof March the 16th 1900

A. B. Murrey Clerk

$451.00 March 29 1889

twelve month after date We Promise to pay to the order of J. C. Burgin the sum of four hundred & fifty one dollars for value Received of him we hereby waive all home & tead laws as to this debt witness our hands & seal

J. L. Pennington (Seal)

M. C. Pordon (Seal)

inst to Oct 29-94
at 6 Per ct = $151.05
Cl by L. Bailis & Bajin

By J. D. Pennington
$300.00 Sept 20-1894

"B"

J J Pennington
M P Parsons
Tonnage $451.00

$451.00 March 29 1889

one day after date We Promise to Pay to the order of J. H. Burgin the sum of four hundred & fifty one dollars for value Recd of him We here by waive all homestead & exempt laws as to this debt Witness our hands & seal

J. J. Pennington Seal
M. C. Pogsour Seal

June 14 1899 credit by
order 25 to Ledger to
Wm Penning[illegible] St[illegible]

U. S. Consul
Mr Charles
Bonaventure Hanse

To the Hon. W. T. Miller, Judge of the Circuit Court of Lee County, Va.,
The petition of Geo W. Peters & James Carter, who humbly complaining would respectfully represent, That heretofore they went security to J. L. Pennington on a debt due to Geo A Crabtree for about the sum of 300.00 which is admitted to have been paid down as now claimed to $139.00. In this debt M. C. Parsons now deceased was co-surety with your petitioners. The said Crabtree had obtained judgement on this debt & had execution thereon & had the same levied on the property of the said J. L. Pennington ample & sufficient to pay the same. Had the same advertised for sale & the parties then met at the court house where a calculation was made & it was ascertained that there was only $60.00 or 65.00 thereon, on which, your petitioners are informed & believe it to be true, that the said Crabtree proposed to the said J. L. Pennington, the principal debtor, that if he, the said Pennington, would pay him the sum of $30.00 he would release said property & risk him for the balance.
Certain it is that on that

on that day the said Crabtree did make & execute a writing, whereby he released said property from levy & sale & this he did without the knowledge or consent of your petitioners.

Your petitioners further state that they have learned since the last term of this Court that said Crabtree has presented & has had allowed to him a claim for a balance on this judgement of $139.00 & some interest against the estate of said M. C. Parsons. Of the presentation & allowance of this claim they had no knowledge until since the last term of this Court. They had never been called upon to pay any of it & supposed the debt to have been fully settled on the day of said release.

They learn that this claim was being presented by enquiries made of them by the administrator of the said Parsons.

They are advised that if the said Parsons should have to pay said claim that they would be responsible over to him for their part thereof.

They pray therefore that said account against said Parsons if closed be re-opened & these petitioners be allowed to come in and defend the recovery thereof.

The paper making said release to the deputy sheriff having said property in charge is now in the possession of your petitioners & will be produced for the courts inspection

They pray that Geo. A. Crabtree be made a party to this petition & answer the same but not oath, that being waived and on a hearing that they be released from the payment of said claim. And for all other, further & general relief.

Prideaux & Sewell p.q.

This day Geo W. Peters personally appeared before me, the undersigned, and made oath that the foregoing statements so far as made upon his own information are true & so far as made upon the information derived from others he believes them to be true Given under my hand, this Nov 14th/898

T. C. Sewell
N. P.

To the Hon. W. T. Miller Judge of the Circuit Court of Lee County Virginia:

The Petition of J. C. Jessee administrator of the estate of M. C. Parsons deceased, who humbly complaining would respectfully represent, that heretofore R. L. Pennington a creditor filed his bill in this Hon Court, against Petitioner and his co-administrator H. J. Russell now deceased. The object of which was to convene the creditors & marshall the assets of said Parsons estate, various proceedings have been had thereon, several reference to a commissioner for report had, and many creditors have presented and prooven their claims, and the action of said Commissioner in various actions have been confirmed, but no final decree or disposition has been made of said Cause, but the same is still pending in this Court.

Among these creditors thus presenting claims was one George a. Crabtree who claimed to hold a judgement against one John L. Pennington, with M. C. Parsons George Peters and James Carter security for about $300, but subject to

Credits that reduced it down to $139.
The Judgement, was presented for audit before said Court, and allowed with no affidavit that it had not been paid, and thus allowed by said Commissioner, his action has been by a decretal order confirmed.
At the time it was allowed your Petitioner knew of no defense, he could make, and was ignorant of the facts. He however soon after the Commissioner allowed said claim sought to, have Carter & Peters co-securities pay their part and for that purpose went to see them, when to his surprise he learned were to be the facts, Crabtree, had had execution issued on said Judgement and the property of the principal debtor levied on, and advertized for sale, a sufficient amount to pay the entire debt; the property was brought by the deputy sheriff in charge to the Court house for sale, and before sale, a calculation was made in the presence & by the consent of Crabtree whence balance of only $60 or $65 was found due Crabtree on said debt. On this fact appearing respondent is informed and he believes it to be true, that said Crabtree, proposed to J. L. Pennington, the principal debtor

that if he would pay him $30.00 he would, he would release said property, and take Pennington for the balance of the debt.

And whether he did so or not he did receive the $30.00 and did by a writing give the deputy Sheriff Murrin Kirk release said property from levy or sale.

Petitioner is informed and believes it to be true, that neither Parsons Peters or Carter agreed to this release of levy or sale, but that it was an arrangement wholly between Crabtree & Pennington, and if so it operates as a release of said securities and the loss if any should fall on Crabtree. But however this may be, certainly Crabtree should only be allowed the $60. or $65 then admitted by him to be the balance due, and on that to give the credit of $30 then paid.

Your Petitioner prays that said account as to said item be re-opened, and re-heard, and your petitioner permitted to make proof of the facts herein set out. No inconvenience can arise from this as Parsons estate will pay in full all debts against it.

Petitioner believes from these facts, all of which was known to Crabtree that the said Crabtree presented and

Petitioner states that the "account" was a co-adventure with Petitioner and Parsons, H. L. Russell was a tax-gatherer, and Petitioner's claim in the part of County where Parsons lived, Petitioner's claim was never before filed with Parsons, Petitioner's claim was never before filed with Parsons for years, and was unable, despite all efforts, to be had, been severally brought to his notice, he had been informed by his attorney, Mr. Pence, that Parsons had not paid his taxes, and that Petitioner was liable for the same.

said judgement, intending thereby to cheat & defraud said estate of W. C. Parsons out this money already largely if not entirely collected by him, and he adroitly prosecuted his unjust demand against a dead man ignoring the living ones equally bound & perfectly good. Your Petitioner therefore charges that said allowance of said claim was procured by the fraud of said Creditor and he means to have that Judge a. be also made a party defendant hereto so that it corrected. And duty bound he will ever pray &c.

Prelemore & Sewell.

Virginia Lee County to wit:
This day J. C. Jessee personally appeared before me & made oath that the facts stated in the petition above are so far as made upon his own knowledge true, and so far as made upon information derived from others he believes them to be true. Given under my hand this March 1899.

A B Munsey Clerk

Filed May, but not under oath as that is waived

J. C. Jessee

v. } Petition

George A. Crawford

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your petitioner, Daniel Hall, respectfully represents that by a decree of the said Court, rendered at the March Term, 1896, of your Honor's court, a judgment was rendered in his favor against J.C.Jessee and H.J.Russell, administrators of the estate of M.C. Parsons, deceased, for the sum of seventy dollars and twenty-four cents, with interest thereon from the first day of March, 1896, until payment and sixty two dollars and twenty-eight cents costs; that he assigned fifty dollars, a part of the said judgment to Duncan & Hyatt, his attorneys; that he filed an attested abstract of the said judgment before A.M.Coins, Special Commissioner in the Chancery cause pending in said Court entitled R.L.Pennington, Admr. &c. v. Jessee, Admr &c.et als.", which was a general creditor's suit, and which the said Commissioner was directed to report all debts against the estate of M.C.Parsons; that the said commissioner has reported the fifty dollars , part of said Judgment assigned to said Duncan & Hyatt, and the costs of same, but has failed to report the residue of said judgment, to wit: Twenty dollars and twenty-four cents, with interest thereon from the 1st day of March, 1896, until payment amdx. The said abstract is marked claim "14 and 15" and the said account of indebtedness of the estate of the said M.C.Parsons is marked Statement "C" by said Commissioner and filed with his report.

The object of this petition is to have said mistake corrected, and an order that J.C.Jessee, surviving administrator of M.C.Parsons, (H.J.Russell having died) pay to the said Daniel Hall, your petitioner, the said $20.24, with interest as aforesaid. And the said report of said commissioner having been confirmed, the matter can only be reached by petition.

The prayer of petitioner therefore is that J.C.Jessee, surviving administrator of the estate of M.C.Parsons, deceased, be made a party defend nt to this petition; that he be required to answer the same; and, upon on a hearing, that an order be made directing the said administrator to pay to petitioner the sa.d twenty dollars and twenty-four cents out of the fund now in his hands, together with the interest which has accrued thereon, and he will ever pray &c.

Petitioner alleges that said administrator now has in his hands ample funds to pay this and all other debts against the said estate.

C. T. Duncan & L. T. Hyatt.

For Petitioner.

Daniel Hall

R. L. Pennington,
Admr &c.

vs. } In Chancery

J. C. Jessee Admr &c et al.

Petition

Filed in open Court
and by leave thereof
Nov the 14th 1899
A. B. Mauzey Clerk

[illegible] Lamont, Vladimir:

[illegible] Dialectics, [illegible], [illegible], [illegible] [illegible] J.C.U., [illegible] [illegible] J.F.Ascoli, [illegible] [illegible] (Pl. [illegible]) [illegible] (A. [illegible]) [illegible] "[illegible]".

[illegible]

[illegible] "[illegible] [illegible] [illegible] [

L. S. Hyatt for
Petitioner.

R. L. Pennington, Adm.
&c.

vs } In Chancery.

Russell & Jessee, Adms.
&c. et als.

Petition of S. J.
Yeary.

Filed in open court
and by leave thereof,
March 5th

HANCOCK COURIER PRINT SNEEDVILLE TENN.

Virginia---Lee County, To-Wit:

To J. P. Hughes, Constable of said County.

I hereby command you to summon, J. C. Jesse & H. G. Russell Admr of M. C. Parson Est Dec

If to be found in your District to appear at my office *in said county, on the* 26 *day of* Dec 1895 *before me or such other Justice of said County, as may be there to try this warrant, to answer complaint of* J. J. Yearry,

and upon a claim for money not exceeding $100, *exclusive of interest, to-wit: For the sum of* $69.87 *due by* acct *. and then and there make return of this warrant.*

Given under my hand the 19 *day of* Dec 1895.

J. P. Myers J. P.

J. J. Yearry — Against — J. C. Jesse & H. G. Russell Admr of M. C. Parsons

On the 28 day of Dec 1895. (In debt.) At Pennington Gap in said County.

JUDGMENT, That the Plaintiff recover of the Defendant $ 18.87 with interest thereon from the 28 day of Dec 1895 till paid, and $ 3.50 for costs

J. C. Moore J. P.

VIRGINIA—Lee County, To-wit: To ..... Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of ....., in your county, you cause to be made the sum of $..... with interest thereon from the ..... day of ..... 189 till paid, which ..... has recovered before ..... warrant in debt, and also the sum of $..... which were adjudged to the said ..... for costs in prosecuting said warrant.

Given under my hand the ..... day of ..... 189 .

..... J. P.

J g Gearry,
warrant
vs J g & Jesse &
H g Rus[illegible]ll

witness for plf
Nathan Johnson +
Spence Gearry
Will. Headrick +
Jesse Burton +
[illegible]

[illegible]

To the Hon W. S. Muller Judge of the Circuit Court for Lee Co:-

The joint & separate answer of Ellen Jason, J. C. Jason, Eva Russell, S. J. Russell, and Geo W. Parsons to a bill in chancery exhibited against them in this court and others by Robt L. Pennington Admr of the Estate of W. M. Pennington dec'd:

For answer thereto respondents say;

1st. They adopt the answer in full as their made by S. J. Russell & J. C. Jason as Administrators of the estate of M. C. Parsons, as part of their answer.

2nd It is true, as will be seen by Plaintiff's exhibit "F" that your respondents purchased the entire interest of the widow F. E. Parsons & have paid her in full.

3rd It is true that M. C. Parsons in his life time on the 12th day of May 1892 conveyed to your respondent Ellen Jason the lands set out in exhibit "C" of the Plaintiff's bill.

4th It is true that on the 17th day of May, 1892 the said Col M. C. Parsons conveyed to your respondent Eva Russell, nee Parsons, the lands set out & described in exhibit "G" of Plaintiffs bill.

5th It is true that on the 12th day of May 1892 the said Col M. C. Parsons

conveyed to Rebecca Parsons who is yet an infant, the lands set out & described in exhibit "D." of Plaintiffs bill.

6th It is true that Mr. le Parsons in his life time on the 17th day of May 1877, conveyed to your respondent the "Elbe Island" lands, as set out in exhibit "A" of Plaintiffs' bill; & that the said Mr. le Parsons afterwards made a contract to convey the same again to Henry Nicol, & your respondents admit that the said deed was as to the said Nicol void, because it had not been recorded; but your respondent the said Geo. W. Parsons claims that he will be entitled to the balance of the unpaid proceeds of said lands if Nicol shall go on and complete & perform the conditions of his contract; but your respondents deny that said Nicol has ever paid one single cent under his contract & your respondent says that he is ignorant, and prays that the contract be annulled & set aside, & that a receiver be appointed until this can be legally done.

7th Your respondents say that it is true that there is a dispute that has arisen between the estate & J. L. Pennington concerning the Probat-

lands, but your respondents think it better to settle that in that suit & not confound it with this.

8th Your respondents say that the deeds made as aforesaid are mere provisions by the said M. C. Parsons for his children & they do not attempt to set them up as against creditors of the estate, but they pray that the Sioux Property, the Patent Property, the 1165 acre tract, the 412 acre tract be first sold & then such other tracts as may be found unconveyed by the said M.C. Parsons in his lifetime, before resorting to those lands conveyed as aforesaid.

And now having answered as fully as your respondents know how, they pray that exact justice be done, & that they may decree their rights in said estate.

T. J. Russell
Eva Russell
Ellen Jesse
J. C. Jesse
Geo M Parsons

By Counsel.

N. J. Prescott et al.

vs. } Answer of Defs.

Robt. L. Cummings Adm.

Filed in open Court and by leave thereof March the 7th 1896

A. B. Munsey Clerk

To the Hon. W. T. Miller Judge of the Circuit Court of Lee County Va

The seperate answer of R. L. Pridemore, to a Bill filed against him and others in this Hon. Court by R. L. Pennington admr et als.

Respondent for answer says he was at one time the holder by assignment of M. D. Richmond of six notes of $1000.00 each executed by M. C. Parsons to said Richmond, all of which has been paid your orator except $2000.00. $500.00 of this last sum was paid your orator by the assignment to him of notes amounting to that sum on one John G. Newman whose bond was held by said Parsons. The said Newman then to pay his notes assigned an equal amt of notes & bonds on one Wm R. Johnson, on this bond your orator brought suit, and that suit was consolidated with C. M. McClintic suit & others and Johnson lately sold to pay this & other debts Johnson bought the land on which the Newman notes were liens and M. C. Parsons became his security for the payment thereof But the sales will not pay all

Newman Claim, but just the amt the Daley mill pay is not known to this respondent but he believes for the residue that Newman will be good & the amt due him on that $500. there realized.
Your Respondent still holds two of the Richmond notes. One due & payable nine years after date and dated March 26 1885, for $1000. & subject to a credit of $576.66 paid 1894, as of the date the note fell due. That is the $16.66 was the interest then due on said note so that the payment would be $500. as of the day the note fell due.
The other note is for a like sum of $1000. due ten years after date and of the same date, on which there are no credits. The two thousand dollars they due him was for the purchase price in part of of the "Elk Knob" farm sold by Richmond to Parsons, and for which no conveyance has been made the said Richmond retaining the same as security, and by reason of which your ~~orator~~ respondent has a lien as he is advised upon the Knob farm mentioned in the pltffs bill as sold by M. C. Parsons to Henry Pickaly. And your respondent

believes that the interest of all concerned requires the appointment of a receiver to take charge of the rents & profits of said farm.

As Mr Richmond had not conveyed this farm until the time of his death the legal title thereto descended to S. V. H. Richmond, Elizabeth Ely wife of Alex. Ely Mary Smith, Jeannie Armstrong wife of Armstrong, Marion D. Richmond, Joshua E. Richmond and Minerva Richmond his children & heirs at law, the last three of whom are infants your orator is advised they should be made parties, unless the adult party will convey which he understands they will. Any said conveyance & that of the adults & infants filed as an escrow to be delivered when your respondent's claim is paid. The said Richmond left a widow at the time of his death and she is still living, but he is informed & believes it to be true that her full dower has been laid off in other lands. But whether she should be made a party or not Respondent is not fully advised. He avers however that he has a lien upon the knob farm paramount and superior to all other claims for the amount of his said debt herein asserted. Respondent has also a small fee

of $10.00 due him from said Parsons due by acct for professional services rendered for said Parsons only a few weeks before his death in the preparation of an attachment of some $250.00 against one George A. Murry which was never served or suit brought thereon although respondent prepared the same at the request of said Parsons. And having fully answered so far as he is advised it is material for him to answer he prays to be dismissed with his costs.

J. F. Prickmore
Respondent

J. F. Prickmore
Adv
Respondent

R. L. Pennington Clerk
Filed in open Court
and by leave thereof
March 4th 1896
A. B. Murray Clerk

To the Honorable W.T.Miller, Judge of th Circuit Court for Lee County, Virginia:

The separ ate demurrer and answer of Henry Nacoll to a bill of c omplaina exhibited against him and others in this honorable by R.L.Pennington, administrator of the estate of W.M.Pennington, deceased.

Respondent says that said bill is not sufficient in law, and and he therefore demurs thereto, and prays judgment of his said demu rrer, &c. And not waiving said demurrer, but relying and insi sti ng thereon, should other and further answer be required of hi m, answering he says:

That on the 6th day of October 1894,he purchased from M.C.Parsons,what is known as the "Elk Knob"farm at the price of $12000 The terms of said contract are fully set out in an article of agreement made and entered into between respondent and the said M.C.Parsons on the 6th day of October 1894, a copy of which is fi led with complainant's bill marked "B".

Res pondent will further show your honor that pursuant to the said contract he on the 28th day of December 1894 procured the Pocket Company to convey to the said M.C.Parsons the 1165 acre Mallet land. This deed was forwarded by the Pocket Company to your respondent to be delivered to the said M.C.Parsons, but before your respondent had the opportunity of delivering it, the said Parsons departed this life. And since his death respondent placed said deed in the hands of C.T.Duncan, one of his counsel, to be delivered to the administrators and heirs of the said M.C.Parsons, and he is informed by the said Duncan that he did tender said deed to the said administrators of the s ai d Parsons, and that one of them started to the Clerk's Office to have it recorded, but afterwards returned it to the said C.T.Duncan, who returned it to your reppondent, who now has it, and is ready to deliver it to said parties, whenever they demand it. By further reference to said contract it wil be seen that your respondent was to pay $500.00 on said land on the 1st day of October 1895, $1100.00 on the 1st day of December 1896, and to pay the residue in installments of $1100.00 each on the 1st day of each succeeding december until

the full amount is paid, that he was to pay interest on said deferrd payments at the rate of 3 % per annum; that this payment of interest was to be made in partarage, corn or money, if in money on the first day of December of each year, if in pasturing, during the summer months of the next succeeding year, and if in corm in the month of December of each year, beginning December 1895. It will be further noticed by an inspection of saidagreement that the said Parsons agreed and bound himself to give a good and sufficient bond for the title of the property. This he has never done, further than said agreement which respondent supposes would be sufficient as a bond. And he further bound himself to execute a deed for said land with vendorslien reserved before December 1st 1896. This he has never done. Nor was he then in a condition so to do, nor are his heirs in a condition now to make to respondent a deed for said land. Respondent is informed that the title to said land is in the heirs of M.D.Richmond and that there is a balane of $1500.00 or more of the purchase money which the said Parsons agreed to pay for said land now due and owing to Gen. Pridemore, to whom the said M.D.Richmond, in his lifetime, assigned the notes or bonds of the Parsons. In addition thereto respondent will now state to your honor that he sees by a deed which purports to be the deed of M.C.Parsons that the said M.C. Parsons, on the 1st day of May 1892, in consideration of natural love and affection, conveyed to his son, George W.Parsons, reserving a life estate therein without imputation of waste, the "Elk Knob" tract of land, being the same tract of land conveyed by Houston Peaty and wife to M.D.Richmond. This deed embraces the main part and perhaps all of the tract of land sold sold to respondent by the said M.C.Parsons. The deed was acknowledged on the day of its date but was never admitted to record until the 27th day of February 1895, which was some time after the sale was made to your respondent. And at that time to, wit; the time of his purchase he knew nothing whatever of the conveyance or attempted conveyance of the said land to the said George W.Parsons.

Respondent will now further show unto your honor that he purc hased said land in good faith with a full intention of complying therewith; but that he has never been able to fully a scerta in f rom the administrators or the heairs of the said H.C.Parsons whether or not they intended to comply therewith, but hasfrequently heard by rumor that they did not. It is still respondent's intention to carry said contract into execution to pay the purchase money as it becomes due if he can have any ass urance that it will be carried out by the said Parsons' heirs , as made by their ancestor.

Respondent denies most positively that he is insolvent. And he denies the right of the plaintiff or any one else to have a receiver appointed in said case. The only default that respondent has made is the failure to pay $500.00 on the 1st day of October 1895, and that failure was caused by his inability to learn whether or not the Parsons' heirs intended to carry out the contra ct of their father. In fact he was led to believe from their failure to accept the deed of the Rocket Company that they did not intend, if they could avoid it, to carry out said sale. And further from the fact that they had failed and refused to remove the Richmond purchase money lien from sa i d la nd. Respondent insists on his contract, and here avers hi s ability to comply with the same and his intention so to do.

And now having anssered said bill as fully as it is materia that he should answer, respondent parays to be h nce dismissed with his costs &c.

Henry Nicoll
By Counsel

Duncan & Hyatt
B H Sewell

R. L. Pennington Adm'r

13 [illegible]

[illegible]

Answered Nov'r

[illegible]

To the Hon.H.A.W.Skeen,Judge of the Circuit court for Lee County:-

The answer of J.C.Jessee,Administrator of the estate of M.C. Parsons,deceased to a petition filed in this honerable court by W.J.Mileham,administrator of the estate of J.S.Burgan decd., in the chancery cause of R.L.Pennington Admr. vs J.C.Jessee administrator et al.

For answer thereto respondent comes and says that it is true that R.L.Pennington Admr. ~~xxxxxxx~~ instituted his suit in chancery, having for its object the settlement of the estate of M.C.Parsons, and in the course of preoceeding had in the said suit there was a commissioner appointed to accertain the debts due by the estate and accertain the funds in the hands of the administrators,and if necessary to have certain of the lands of the said Parsons,to sell the lands for the payment of debts due by the estate. Your respondent furthur says that there is in the hands of the commissioner appointed in said cause for the sale of the land a small fund to be yet collected for the purchase price of land that was sold, and your respondent furthur says that there is and will come into his hands yet some money which has not been paid out.

Your respondent does not admit,but he denies,that there is any debt due ~~debtsdue~~ to the said W.J.Mileham, administrator as aforesaid,or that there is any liablility on your respondent to said petitioner to pay any thing to him,for he alleges that the said notes sued upon are not signed by the said M.C.Parsons,or by any one having or any other in his presence and at his request competent authority to do so,that they were never delivered as the bond of the said M.C.Parsons by said Parsons, and were in fact never seen by the said Parsons,and he knew nothing of the execution of the said bonds so sued upon. But your respondent alleges that the said notes or bonds were executed by J.L.Pennington,and that M.C. Parsons name was signed to said bonds by said Pennington who had no authority to do so,and the said M.C.Parsons never did in law or fact execute the said bonds,either by himself or by another.

Your respondent will furthur represent and show unto your honor that on the 20th day of February,1895,he and H.J.Russell qualified

as the administrators of the estate of the said M.C.Parsons deceased, and that some time afterward H.J.Russell departed this life,and by operation of law your respondent survived as the sole administarator of the estate of said Parsons,that the said petitioners did not undertake to collect said notes,nor did said Buragn in his life time from the date of their qualification to the 16th day of March, 1900,(the date when said petioner filed his petition in this cause),and never up to this date had process served upon your respondent,and therefore your respondent is advised that as more than five years have ealapsed from the date of the qualification of said personal representatives the said petitioner is bared by the statute of limitaions from setting up said calim, or making any demand against your respondent thereon. For your respondent is advised that no action can be maintained against the personal representative of a dead persons in any case after the lapse of 5 years from the date of the qualification of the personal representative,if the right of action had acrruded at the date of the qualification.

Your respondent would furthur represent and show unto your honor that the said notes sued on are paid,that they have been released and were released by the said J.S.Burgin in his life time,and that there was nothing due thereon at the date of the death of the said J.S.Burgan,a fact well settled by the fact that the said J.S.Burgan did not present the said claims for proof before the commissioner who took the account in the case above refered to.

And having answered fully the said petition as fully as he thinks it necessary for him to do so,he prays to be hence dismissed with his reasonable costs in this behalf expended.

Pennington Bros., Attys.,
for J.C.Jessee,Admr.

Virginia:

Lee County, to wit:

I, A.B.Munsey clerk of the Circuit Court for Lee County do hereby certify that J.C.Jessee this day personally appeared before me and made oath that the representations and facts stated in the foregoing answer are true to the best of his knowledge and belief. Given under my hand this the 8th day of June, 1900?x.

_____ Clerk.

J. C. Jessee Attorney
and Counsel
W. G. Mitchell

Virginia,Lee county; to wit:-

I,A.B.Munsey Clerk of the Circuit court for Lee County do hereby certify that J.C.Jessee this day personally appeared before me and made oath that the statements made in the foregoing answer so far as made upon his own knowledge are true, and so far as made upon information derived from ~~them~~ others he believes to be true. And the said J.C.Jessee furthur made oath that he believes that M. C.Parsons did not sign the said notes sued on nor were they signed, to the best of the affiant's belief,by any one legally authorized to do so.

A.B.Munsey Clerk.

sess.3279 & 3282

J. C. Jesse admr
adm $\frac{1}{3}$ Alice.

N. J. Milchom admr

Filed in open Court and by leave thereof, June 11th 1900. A. B. Munsey Clerk

Plffs Costs

Clerk	2.50
~~Atty~~	~~15.00~~
N P	.75
Comm in Chcy	3.00
witness	1.00
Shff	.80
	28.14

Deffts Costs

Clerk	10.50
Comm in Chcy	2.25
witnesses	1.00
Co Clerk	.50
Shff	.20
R L P for Serving order	.50
	$5.50

To the honorable W.T.Miller judge of the Circuit

Court of Lee County Virginia:

The Demurrer and answer of George A.Crabtree to a petition filed in in the Cancery cause of R.L.Pennington Administrator &c.v.M.C.Parson's Aministrators &t als,to which this respondent is made a party.

Respondent says that he is advised that said petition is not suffiecient in law to call upon him to answer in this honorable court,and he demurs to the same and prays judgement of his said demurrer.

And not waiving said demurrer but relying and insisting thereon,should other and further answer be required of him,answering he says,that it is true that R.L.Pennington filed his bill in this honorable court against J.C.Jesse and H.J.Russell adrinistrators of the estate of M.C. Parsons deceased and others,the object of which was to marshal the assets of said estate,convene the creditors &c. It is further true that this respondent,among others,presented a claim against said estate which was allowed,and that when said claim was allowed it amounted to the sum of $139.00. It is further true that this claim was at the time it was presented to said commissioner in the shape of a judgement which had previously been rendered by the circuit court of this county against John L.Pennington,M.C.Parsons,George Peters and James Carter on a forfeited forthcoming bond.This judgement was rendered at the June term 1894,of the circuit court of Lee county and was for the sum of $305.87,with interest thereon from the 21st day of April 1894 and $5.13 costs,which is more fully shown by a copy of said judgement,herewith filed marked "J.L.P"and asked to be treated as part of this answer. On this judgement the following payments,and none other were made,to wit,$30.00 paid on the $20th day of November 1894, $100.00 on the 15th day of December 1894 and $70.00 on the 13th day of May 1895,and $2.50,the Attorney's fee on the original judgement,the date of which payment is not known to this respondent.The balance of this judgement is still due and justly owing and unpaid to your respondent.It is true that respondent had an execution, and perhaps more than one, issued on said judgment. It is true that this execution was levied upon the property of John L.Pennington the principal debtor, but whether it was levied on property sufficient to pay said judgment respondent does not know. He however does not

believe that it ever was levied on property sufficient to pay said judgment and execution, and he calls for full proof of said allegation. It is likewise true as respondent has been informed that said property was advertised for sale, and respondent has been informed and supposes it to be true that said property was brought by the deputy sheriff to the Courthouse for the purpose of selling it. This may have been done more than once. But itt is not true that a calculation was made in the presence and by the consent of this respondent, when a balance of only $60.00 or $65.00 was found due to him on said debt. No such calculation was ever made to his knowledge, nor does he see how such a result could ever have been possibly reached, because in addition to the $200.00 of credits above mantioned, Mr. Pennington the principal debtor never claimed but a credit of $30.00, and never at any time presented to this respondent, or the deputy sheriff, as he is informed, any evidence whatever that he was entitled to said credit of $30.00.

Respondent says that it is not true that he ever at any time or under any circumstances proposed to John L.Pennington, the principal debtor, that if he would pay him $30.00 he would release said property and take said Pennington for the balance of said debt. And it is not true that he ever received then or at any other time said $30.00 or any other $30.00 except the $30.00 for which credit is given, which said sum was paid to him by his attorney B.H.Sewell. It is not true that respondent ever gave to M.P.Kirk,deputy sheriff, as he remembers, a writing authorizing or permitting him to release the property levied on, in any way imprairing or intended to impair hi right to collect sad said debt from said surities to said debt. But it is true that some time after said property was levied on, this respondent was informed by said Kirk that William Pennington or some one else was setting up claim to said property, and said Kirk demanded an indemnifying bond which respondent was unwilling to give and which the other parties interested did not give, and as the sheriff was unwilling to sell said property without a bond respondent may have directed said deputy sherif

to release it, but if he did so, this direction was given in answer to said Kirk's demand of an indemnifying bond and for no other reason, and in no other way. So far as respondent knows neither Peters or Carter ever paid any attention to said execution or the levy made under it Parsons did give the matter some attention, but it was always in the direction of securing a postponement of a sale of the property levied on. On two or more occasions when said property was advertised for said sale, said Parsons came to respondent and his attorney and begged them to give more time, stating that the debt was good and well secured, and at his earnest request, and upon his having Pennington to make partial payments respondent did agree to give further time. In fact no postponement of sale was ever made that was not made with the full knowledge of said Parsons and at his request.

Respondent says it is not true that the administrators of said Parsons could not by the use of ordinary diligence have obtained all the information that said Jessee now posseses in reference to said claim when it was pending before said Commissioner. Respondent is informed and believes it to be true that his Counsel called the attention of some of the Counsel of said administrators that he was going to present and that he had presented said claim to said Commissioner for allowance, and he is further informed and believes truly so, that A.M. Goins, Commissioner, while said claim was pending before him, called the attention of said administrators to the fact that said claim had been presented and called on them for their defence if they had any. It is true that H.J.Pussell, one of the said administrators was shot at the time when said account was pending before the Commissioner, but this fact ought not to have lessened the vigilance of the other administrator of said estate, and he is advised that Commissioner Goins filed his report upon this claim in May 1897, and it was allowed to lay over without confirmation until November 1897, a time certainly sufficient to have enabled said administrators and their Counsel to have made full inquiries into the status of said claim.

Respondent most emphatically denies that he presented said

judgment with the intention to cheat and defraud said estate of M.C. Parsons or that he adroitly prosecuted said demand against a dead man to the injury of his estate or that of the living persons who were ~~join~~ jointly bound with him. On the contrary thereof openly, boldly and with full notice to said administrators and their counsel ~~presented~~ presented and prosecuted his said claim to a decree in his favor. In this connection respondent desires to state that he presented his said judgment before the Commissioner who was directed to ascertain and report the lien indebtedness of John L.Pennington in the Chancery cause of the Greer Machinery Company Vs. J.D.Pennington and others, that proof was taken on said claim, that the said J.L.Pennington was examined as a witness on his own behalf, proved the credits which are given on said judgment and further stated that he thought he was entitled to another credit of $30.00 and that if he could ascertain or find evidence showing that he was entitled to said credit he would file it before said Commissioner and claim it. P.L.Pennington one of the counsel of Parson's administrators was present when this occured, heard said Pennington testify and was there and then informed by B.H.Sewell respondent's attorney, that he was going then to present it to A.M. Goins Commissionner and ask it to be allowed to him against the estate of M.C.Parsons deceased.

Respondent how having answered said petition as fully as he is advised it is material or necessary for him to answer it, and here expressly denying every allegation in said petition not hereinbefore either admitted or denied he prays to be hence dismissed. Thereof ever prayed,

C. J. Duncan,
B. H. Sewell,
attys for Respondent,

George A. Crabtree,

vs. { Answer
& Petition

J. C. Jessen Admr &c,

Filed May 3rd 1899.

R. L. Pennington Admr. Complainant

vs. In Chancery

J. C. Jones Admr. et al Defendants

This cause come on this day to be heard upon the papers formerly read herein & the report of Special Comr. R. L. Pennington filed June 8. 1907 showing disbursement of the funds that have come to his hands as Comr & that Dr M. B. Spencer is entitled to a deed for the property purchased by him in this cause & was argued by counsel –

On consideration of all which said report of said R. L. Pennington is hereby approved & confirmed & he is relieved of his liability on the bond executed by him in this cause. And it is adjudged ordered & decreed that R. L. Pennington who is hereby appointed a special Comr for the purpose do make, execute & deliver to M. B. Spencer a good & sufficient deed with covenants of Special warranty conveying to the said Spencer the lands purchased by him in this cause; And it appearing to the court that said R. L.

Pennington has made & executed the deed directed hereinbefore to be executed to M. B. Spencer and the same being presented to is hereby approved and confirmed, which deed the said R. L. Pennington will deliver to said M. B. Spencer.

And it appearing to the court that the Admrs of the estate of M. C. Parsons have made several settlements of this account in this court before A. M. Gaines Spec. Comr. which have not been ordered to be recorded, it is therefore adjudged ordered & decreed that the Clerk of this court transmit to the Clerk of the County court for the County said settlements for recordation in said court together with a copy of this decree, which reports are as follows; Report of A. M. Gaines Spec. Comr. filed Oct. 10, 1896, together with the "Statements" filed therewith; Report of A. M. Gaines Spec. Comr. filed May 26, 1898 & Statements filed therewith; & Report of A. M. Gaines Spec. Comr. filed Feby 23, 1900. & Statements filed therewith; the Clerk of

which the Admr. of said estate were pay out of the funds of the estate.

And it appearing to the court that the Creditors of the estate have been settled & that it would be expensive to keep this cause on the docket merely for the future settlement of the surviving Admr. of said estate, it is adjudged ordered & decreed that said Admr. make his future settlements before the Comr. of Acts of the County Court for Lee County & there being nothing further to be done in this the cause is stricken from the docket.

R. A. Duncan for Atty.

vs

Alice Jones

J. C. Jones et al

Entered on CDB
Note P. 585.

Enter this June 8
1901.

H. A. W. Sloan

R.L.Pennington admr. &c.)
Vs.) In chancery.
J.C.Jessee admr. &c.)

and

W.J.Mileham, admr. &c.
vs. } On Petition.
Same.

These causes came on again this day to be further heard on the papers heretofore read in each of them and depositions taken since the last term of this Court on said petition, and was argued by counsel. On consideration of all of which it is adjudged ordered and decreed that the plaintiff recover of J.C.Jessee, administrator of M.C.Parsons, deceased, out of any funds of his decedent in his hands unadministered, the sum of Nine Hundred and Two Dollars ($902.00) with interest on Four Hundred and Fifty-One Dollars ($451.00) part thereof from the 30th day of March, 1889, till paid, and like interest on Four Hundred and Fifty-One Dollars, the residue thereof, from the 29th day of March 1890 till paid, and the costs of this petition, subject to the following credits, to-wit, One Hundred and seventy-eight Dollars ($178.00) paid July 1st, 1889; Fifty Dollars ($50.00) paid August 1st 1889; Sixty Dollars ($60.00) paid September 1st, 1889; Twenty-Five Dollars ($25.00) paid September 30th, 1889; ################ Fifty Dollars ($50.00) paid December 10th, 1889; Twenty Dollars ($20.00) paid May the 5th, 1890; Forty Dollars ($40.00) paid January the 12th ,1891; Forty-Five Dollars ($45.00) paid May the 10th,1891; Twenty-Five Dollars paid as of July 1st, 1891; Two Dollars ($2.00) as of April 1st, 1891; Five Dollars, ($5.00) April 1st, 1891; Twenty-Five Dollars ($25.00) paid June the 14th, 1894; Three Hundred Dollars ($300.00) paid September the 20th 1894; and Sixty-six Dollars for trees not taken to be taken off as of the date when said first note became due, to-wit, March 30th,1889; and execution may issue for the same against said administrator,J.C.Jessee. And these causes are continued.

R. L. Pennington admr.
vs. } Cir Ct
J. C. Jesse Admr &c.
and
W. J. Milcham Admr.
vs. } Petition
J. C. Jesse Admr.
Entered on C. C. B.
No 6. P. 570

Enter this Decree
Pitts. C. J.
N. A. W. Brown

R. L. Pennington Admr. &c. Complainant

vs. In Chancery

J. C. Jones Admr &c. et al. Defendants

This cause came on this day to be heard upon the papers formerly read therein & petition N. J. Milikin Admr. &c. against J. C. Jones Admr &c & motion of counsel for leave to amend said petition, which was granted, & the motion of counsel for the defendant in said petition for leave to file a plea which was allowed, and said petition being amended at bar & said plea filed & general replication to each, this cause is continued.

R. L. Pennington Adm'r

vs. } Decree

J. C. Jones Admr &c

Entered on Chy. O.B.
No 6. P. 457.

Entered this Nov
10 1900.

H. A. W. Shum

R. L. Pennington Admr. &c. Complt.

vs. } In Chancery

J. C. Jesse Admr. &c. Defendant.

This cause comes on this day to be heard upon the papers formerly read therein, the petition of W. J. Milikin Admr. &c. vs. J. C. Jesse Admr. to which Jesse by his attys appeared & waived as to said petitions, and asked leave to file his answer which was permitted, to which said petitioner replied generally, & the said cause further coming on to be heard upon the rule awarded at the last term vs. M. B. Spencer & A. M. Young of the court to show cause if any they can why personal judgment may not be rendered against them for the amount of purchase money due by M. B. Spencer, to which said rule the defendant M. B. Spencer appeared & offered his answer to said rule in writing to which the admr of M. C. Parsons wrote by his counsel objects in writing. & was argued by counsel, on consideration of all which the court doth adjudge order & decree that said ~~Geo. R. L. Pennington, admr of the said A. M. Gee~~ exceptions to said answer be & the same are hereby sustained, & that R. L. Pennington Admr. receiver of the said

A. M. Gains & M. B. Spencer the sum of $70.00 with interest thereon from the 19th day of December, 1898, on which said judgment execution may issue And this cause is continued.

R. L. Remington Adm'r
Decd
vs. } In Chancery
Geo. Jones et al. Defts.

Entered on C.O.B. No 6
pr 4.8.

Entered this
June 11, 1900
H. C. W. Sloan

R. L. Pennington, Admr &c

vs. 3 Del Clay.

C. Parsons, Admr &c et al

This cause came on again to be heard upon the papers formerly read, the return of Daniel Dale filed at the last term of this court to the subpoena, which petition has been regularly matured at rules by the adverse, & the Report of R. L. Pennington commissioner filed herein. On consideration thereof, it is adjudged, ordered and decreed that said petition be taken for confessed; and that the said Daniel Dale, witness to the claim of said petitioner, receive from the said R. L. Pennington, as administrator of the Estate of H. L. Parsons, deceased, the sum of twenty dollars and twenty-four cents ($20.24) with interest thereon from the 1st day of March, 1896, until payment, and the costs of said petition to be taxed by the Clerk of this court, for which recovery execution may issue against said Admr. and levied on any estate of the said H. L. Parsons, deceased, in his hands. & it appearing to the court from the oral Report of R. L. Pennington that the promissor M. B. Spencer has failed to pay the first note mentioned by their petition & now due, & rule is hereby awarded against the said M. B. Spencer & W. M. Spencer to show cause if any they can why judgment should not be rendered by their motion be sustained & a judgment against the said M. B. Spencer

[illegible]

[illegible]

[illegible]

Entered on Docket No 6 Page 380

[illegible] 16

1880

Hall & [illegible]

Robt. L. Pennington Admr. Complainant

v.s. In Chancery.

J. C. Jessey, Admr. et al. Defendant

This cause come on this day to be heard upon the papers formerly read therein & the report of Special Comr. R. L. Pennington filed herein on the 24th day of Feby, 1899, & the Petition of Geo. W. Peters and others v.s. Geo. A. Crobtree, and the petition of T. J. Gerry filed herein by leave of court and the offer of F. H. Myers with notes for $112.50 & $20 cash paid said Comr. Pennington, to pay $240.00 for the lot of lands reported to have been bid on by F. H. Myers & H. C. Jordyn, & was argued by counsel:

Upon consideration of all which the sales made to M. B. Spencer of the Jonesville property & the sale made to H. G. Parmer of the Pocket lands, as reported in said Pennington's report is hereby confirmed, and the sale reported to H. C. Jordyn is refused, and the said R. L. Pennington will again advertise said lands for sale

known as the Brush 3d ward tract on the same time & terms, as heretofore directed and sort the buildings at $2.45 on the bid of F. H. Myers, and he will report his action hereunder at the next term of the court.

And it is further adjudged ordered & decreed that the decree heretofore rendered in this cause authorizing the Admr. of M. L. Parrott to discount the debt ~~of~~ due by Henry Stark, be modified so as to allow said Admr to discount the last 2 annual installments due by him so that such discount shall not exceed 10% per annum for the time it has to run.

And it is ordered that ~~J. F. Gurney be allowed to withdraw his petition herein filed at October~~ [illegible] of W. Davis J. C. [illegible] of the will of M. C. Pa[illegible] the sum of $ [illegible] with interest thereon from the [illegible] day of 189[illegible] & $ [illegible] costs, there being no decree in said petition, and the petition

[illegible]

[illegible]

[illegible]

R. R. Pennington

vs. } Decree

Jh. Jones et al.

Eqn. C. O. B. No 6 p 276 & 277.

Entered this March 11, 1849

George W. Peters and another
vs
George A Crabtree

This petition came on this day to be heard upon said petition and the appearance of the defendant George A Crabtree and his demurrer to said Petition which demurrer the petitioners joined and the same was argued by counsel. On consideration of which said demurrer is sustained and it is adjudged ordered and decreed that said Petition be ~~dismissed~~ and the same is dismissed and it is further adjudged ordered and decreed that said ~~Petitioners~~ pay to said Defendant George A Crabtree the costs in expended by him except no atty. fees to be taxed in and about his said defense in this behalf expended for which execution may issue.

George W Peters et al
vs
J J Deere
Geo A Lerabtree

Entered this
[illegible]
March 10th 1899

George W. Potter et al
against
George A. Crabtree

} on Petition

on the motion of petitioners leave is granted them to file their petition, and the same is accordingly filed in the Cause of Robert L. Pennington admr. against M. C. Parsons admr. and process may issue hereon. And said petition is Continued.

George W. Peters
vs
Decree

Geo A. Lewitzel
Nov. 7. 1898.

Eq. Co. B 6 p. 196.

Entered
Nov 14th 1898
[illegible]

Robt. L. Pennington Admr. &c. Complainant

vs. In Chancery

Russell & Jesse Admrs. Dec'd Defendants.

This cause came on this to be heard upon the papers formerly read therein & the report of Special Commissioner A. M. Stains filed herein on the 24th day of May 1897. to which there were no exceptions & the motion of J. M. Orr counsel for Nimrod Pa[illegible] suggesting that the claims of said [illegible] & probably others had not as yet been reported, and was argued by counsel; upon consideration of all which, the report of the said A. M. Stains is hereby confirmed, and it is adjudged ordered and decreed that J. A. Robbins recover of the said Russell & Jesse Admrs. of the estate of M. E. Parsons the sum of $139.64 with interest on $119 $\frac{68}{100}$ part thereof from 7th day of June 1897, till paid; and that Geo. W. Zion recover of the said Russell & Jesse Admrs &c. the sum of $22.05 with interest on $19.00 part thereof from the 7th day of June 1897. till paid; that B. F. Thompson recover of the said Russell & Jesse Admrs &c. the sum of $51.00; and that Geo ~~[illegible]~~ Flotto ~~[illegible]~~ recover the sum of $6 $\frac{87}{}$ with interest

an $6\frac{00}{}$ part thereof from the 7th day of June 1897, till paid; and it is further adjudged ordered and decreed that A. M. Gains ~~[illegible]~~ after having given the said Adams Russell & Jesse 5 days notice ~~[illegible]~~ & after posting notice of his selling for at least 15 days at the front door of the Court House of Lee, will take and ascertain an account & report to the Court any other valid claims against the estate of the said M. L. Parsons, & he will also make an other settlement of the account of said Russell & Jesse Adams, taking up the ~~[illegible]~~ account where last reported, charging them with such sums as they have since received & giving them credit for such sums as they have properly paid out, & he will report any other matter deemed pertinent by himself to the proper settlement of the said estate.

And it further appearing to the Court that there are some large debts due to the estate which are withdrawn for some time, to wit, a debt due by Henry Nicols, R. T. Logan and J. H. B. Strohm respectively, it is further adjudged, ordered & decreed that the said Adams, Russell & Jesse may ~~[illegible]~~ & make sale of the said debts

[illegible] & to the [illegible] [illegible]
use the best terms they can, & report the
~~pole thereof~~ to the next term of this court,
& this cause is continued.

Robert Pennington
Petitioner

vs. Decree

Russell & Jessen Adm'rs
et al. [illegible]

Entered this Nov. 10, 1874

R.L. Pennington, Admr. Complainant,

v. In Chancery,

Russell and Jessee, Admrs? et al Defendants.

This cause came on this day to be again heard upon the papers formerly read therein and the report of Special Commissioner R.L. Pennington, upon the report of a deed made to H.J. Russell and J.C. Jessee, and was argued by counsel. On Consideration of all which and formreasons appearing to the court and the said report being unexcepted to, it is adjudged, ordered and decreed that the same be confirmed, and the clerk of this court will deliver to the said H.J. Russell and J.C. Jessee, the said deed and the said H.J. Russell and J.C. Jessee, will pay to the said R.L. Pennington the sum of $5.00, for the making of the said deed, and the cause is continued.

D. K. Pennypacker & ux.

vs. Dean.

Russell & Bennett.

Ex. C.O.B. Page 559.

Enter this Mch.
1897.

R.L. Pennington, Admr. Complainant,

vs. In Chancery,

Russell and Jessee, Admrs, et al, Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of Commissioner R.L. Pennington, on report of the sale of land, filed on the 18th of Feby 1877, and the petitions of G.W. Zion and W. P. Thompson, and was argued by Counsel on cosideation of all which and for reasons appearing to the court, and the said report being unexcepted to, the same is hereby confirmed, and the said sale reported therein to H.J. Russell and ~~xxxxxxxx~~ J.C. Jessee, is hereby confirmed; that R.L. Pennington, who is hereby appointed a special commissioner for the purpose, will make and execute to the said Russell and Jessee, it appearing to the court that they have paid the whole of the purchase money, a deed with covenants of special warranty, and report his action to court at a future day of this term, and the said petitions of G.W. Zion & W.P. Thompson are allowed to be filed, the plaintiff & the administrators have leave by counsel after to move of said petitions & waive the service of notice, it appearing that it is proper to recommit this cause to the commissioner herein to make further report it is adjudged, ordered & decreed that R.L. Pennington special comr herein shall open his ex parte and hear evidence & make report to a future term of this court on the claim set up by said petitioners & on any other claims against the estate of the decedent, R.L. Pennington, that may be brought before him, not heretofore considered or reported on by him. Upon sitting in said jurisdiction & the time & place of his sitting by giving at least ten days written notice to the parties to this suit & to said petitioners or their attorneys & by posting a notice for at least 20 days one in which shall be a court day, with power of the court hereon.

until the coming in of the report of sales.

R. L. Pennington Admr.

vs. } Decr.

Russell & Jesse et al

Ex. C. O. B. p. 556.

Entered this Mch 8, 1877

R. L. Pennington adm'r
vs
Russell & Jesse admrs } In Eq'y

This cause came on this day to be heard upon a report of Special Comr A. M. Gomes dated May 16 1896, submitting to the Court an enquiry of whether or not when a creditor of a deceased person submits to a Comr an acct against the estate of such deceased party he can be required by such Comr. on the request of Counsel for such deceased persons estate, to make an affidavit to the justness of such account & furnish a list of all Credits thereon & was argued by Counsel

Upon Consideration whereof the Court is of opinion that such creditor is an incompetent witness & must prove his acct by competent evidence

If after he has proved it the representatives of the estate think it is subject to credits which they are unable to prove by anyone

except the adverse party. they have a right to put him on the stand as a witness. pursuant to the statute examine him under the rules of cross examination, but when he is so examined he becomes a competent witness

R. L. Pennington
vs
Dixie
Russell & Jessup Arkansas
No 13 O. 395

Entered
M. T. W.
June 2nd 1886

[illegible] Henry, Admr. ....Complainant,

v. In Chancery.

[illegible] Russell, et al, ... Defendants.

[illegible] the Bill of [illegible] and [illegible] answer [illegible] the [illegible] and [illegible] Defendants [illegible] Bill [illegible] administrators, [illegible] Russell, J.C.J. [illegible] Defendants [illegible] their answer, and Henry Nicol is granted leave to file a separate answer and demurrer, and was [illegible] by [illegible] [illegible] Bill which the Plaintiff replied generally [illegible] [illegible] and Henry Nicol [illegible] [illegible] Jenkins, who is [illegible] [illegible] [illegible] of the [illegible] before the court, and by [illegible] [illegible] the front room of the court house, and take [illegible] [illegible] of the [illegible] of the [illegible] [illegible] Jenkins, [illegible] [illegible] would have come into their [illegible] [illegible] [illegible]

report the evidence to the court upon which he allows or d
allows the claim; and he will report on other matter
ert mentally himself or especially required by
[illegible]

Robt L Pennington

vs. } Decree.

T. J. Russell et al

C. P. 387

Enter this

March 9, 1876

R.L.Pennington, Admr. Complainant,

vs. In Chancery,

Russell and Jessee, Admrs., et al., Defendants.

This cause came on this the 11th day of November to be heard upon the papers formerly read therein and the report of Special Commissioner, A.M. Gore filed herein on the 10th day of October, 1896, and was argued by counsel. On consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that the said report (the same being unexcepted to) be confirmed, and that of H.T.Russell and J.C.Jessee, administrators of the estate of J.C.Parsons, deceased, J.A.G.Hyatt, Guardian, recover the sum of $1889.54, with interest from the 1st June, 1896; that C.E.Johnson, Rec. recover the sum of $1519.03, with interest thereon from the 29th day of July, 1896, and which may be discharged to the extent of any notes bonds or obligation which the said administrators may hold against the said C.E.Johnston by the delivery of the same to him, the said Johnston; that S.V.E.Richmond, recover the sum of $17.40, with interest thereon from the 1st day of Jan. 1896; that R.L.Pennington, administrator, recover the sum of $197.14, with interest thereon from the 18th day of Jan. 1894; that R.L.Pennington, recover the sum of $6.00 with interest thereon from the 13th day of Nov. 1894; that Mastin Collier recover the sum of $288.15, with interest on $90. part thereof from the 1st day of August, 1890, and on $150.00, another part thereof, ~~interest~~ from 2nd day of April, 1890, and interest on $48.15, and the residue ~~other part~~ thereof from the 9th day of Nove. 1891; that T.O.Gibson and Co. recover the sum of $20.15, with interest thereon from the 17th day of February, 1895; that Cook and Orr recover the sum of $12.21, with interest thereon from the 17th day of December, 1894; that W.S.Hurst recover the $10.00, with interest thereon from the 24th day of Jan. 1895; that Duncan and Hyatt, assignees of Daniel Hall, recover the sum of $50.00 with interest thereon from the 1st day of March, 1896; that Daniel Hall for the benefit of the

officers of the Circuit Court for Lee County, for costs accrued in the case of Daniel Hall Vs. Russell and Jessee, admrs. et al, recover the sum of $82.28; that J.M.Daugherty recover the sum of $20.14, with interest thereon from the 1st day of April,1896; that W.D.C.Blair, recover the sum of $446.03,with interest thereon from the 23rd day of March,1896; that W.L.Smith recover the sum of $446.03,with interest thereon from the 23rd day of March,1896; that W.A.Parsons recover the sum of $316. with interest thereon from the 1st day of January,1895,subject to a credit paid Jan.20th 1896 of $3.00,and also the sum of $33.27 without interest,(which was the cost recovered in the chancery cause of W.A.Parsond vs Russell and Jessee, Admrs,et al);that P.W.Couk recover the sum of $2.00 with interest thereon from the 18th day of Dec.1894; that D.W.Howard recover the sum of $6.00 with interest thereon from the 10th day of Feby.1896;that J.F.Witt, for the benefit of H.J.Russell recover the sum of $4.00,with interest thereon from the 22nd day of March,1895;that E.G.Parsons,for the benefit of H.J.Russell recover the sum of 1.00, with interest thereon from the 1st day of Nov.,1894;that J.H.Graham, for the benefit of J.F.Witt, recover the sum of $25.00 with interest thereon from the 1st day of Jany.1895; that Mollie Flanary recover the sum of $200.00 with interest on $125.00 part thereof, from the 22rd day of Feby.1893,and on $75.00 another part thereof from the 6th day of May,1890,subject to a credit of $3.00 paid ~~paid~~ April,16th,1894;that J.F.Witt, for the benefit of H.J.Russell recover the sum of $6.00 with interest thereon from the 1st day of FebY.1895; that C.E.Johnson recover the sum of $13.90, with interest thereon from the 15th day of Dec. 1894;that J.F.Witt, for the benefit of H.J.Russell recover the sum of $26.00 with interest thereon from the 1st day of Jan.1895; that Francis Slagle,assignee of H.T.Hurguson,who was the assignee of J.L.Pennington, who was the assignee of W.C.Parsons of the

Phoebie Flanary note on A.M. Brown, Recover $287.84 with interest thereon from the 19th day of Feby. 1894;

that T. Jesson Jesson recover the sum of $55.50, with interest thereon from the 1st day of Jan. 1893; that C.A. Russell recover the sum of $1.00 with interest thereon from the 1st day of Feb. 1896; that C.F. Elliott recover the sum of $1.00 with interest thereon from the 2nd day of Sept. 1894; that J.F. Parsons recover the sum of $4.35, with interest thereon from the 16th day of July, 1895; that R.T. Wood and Sons recover the sum of $266.51, with interest on $76.59, part thereof from the 1st day of March, 1895, and on $50.00 another part thereof from the 1st day of April, 1895, and on $139.92, the remainder thereof from the 27th day of Feby. 1896;; that J.A.C. Hewitt recover the sum of $52.93, without interest; that J.S. [illegible] recover the sum of $10.69, with interest [illegible] the 26th day of Aug. 1896; that William G. Nicol, assignee of A.L. Pridemore recover the sum of $1516.50, with interest on $1000.00 from the 26th day of March, 1895, & on $516.50, the residue thereof from the 15th day of October, 1894, subject to a credit of $634.00, paid July, 10th, 1896 (which said payment was made by the 1st installment and interest due on the Henry Nicol contract for the Knob Farm) that W.J. Morgan, assignee of J.B. Sells, recover the sum of $34.00 with interest thereon from the 1st day of October, 1895; that J.F. Witt recover the sum of $136.95, with interest thereon from the 15th day of June, 1895; that J.J.C. Flanary & Bro. recover the sum of $2.45, with Interest from June 3, 1894; and that Orr, Blankinship and Ewing, assignee of W.F. Hobbs, recover the sum of $53.94, with interest on $14.00 part thereof from the 31st day of Dec. 1893.

It is further adjudged ordered and decreed that the claim of R.L. Pennington Commissioner for $309.36, subject to certain credits, be passed without prejudice to his rights untill it is ascertain-

what the W.R.Johnston land will pay upon the said claim; that the claim of W.A.Parsons is hereby declared a first lien upon the 412 acre tract in the pocket, and the said claim of William G.Nicol is hereby declared a first lien upon the Knob farm or the first proceeds realized out of the Henry Nicol contract; and the claims of W.M.Smith and H.D.G.Blair a second lien upon the Knob place or upon the proceeds realized out of the Henry Nicol contract. It is further adjudged ordered and decreed that the said debts of J.A.G. Hyatt, guardian and C.F.Johnston, Receiver be paid by the said administrators out of the first funds of the said estate coming to their hands except the first funds arising from the Knob farm and the 412 acre tract, which are to be paid as aforesaid, except the cash of this suit. It is further adjudged ordered and decreed that (unless the debt of W.A.Parsons be paid within 60 days from the date of this decree) R.L.Pennington, who is hereby appointed a Special Commissioner for this purpose, will, after having advertised the time, terms and place of sale for 30 days by written or printed notices posted at at least three public places in the said county, sell said tract of land at the front door of the court house on some court day at public outcry to the highest bidder for enough cash in hand to pay the cost of the sale and $32.27, the cost accrued in the said cause of W.A.Parsons vs. Russell and Jessee, Admrs. et al., and for the residue of the said sale he will divide in three equal payments due in one two and three years, and require of the purchaser good bonds with security; and report his action to the next term of the court; but before entering upon the duties required of him in this decree the said Pennington will execute bond before the clerk of this court in the penal sum of $1000.00, conditioned as the law requires. And it further appearing to the court that there are considerable indebtedness due the estate of M.C.Parsons which according to the terms of the several contracts will not fall due for a very long time, to-wit the

Henry Nicol [illegible], the R.H.S[illegible], the H.P.G[illegible], the said Wendell [illegible] Jesson, administrators of the said decedent, are hereby directed to discover and report how much can be realized out of the said intestate's estate, and report their action to the [illegible] of this [illegible]. A [illegible] 10% [illegible]

[illegible] Mr. J.I.P[illegible], [illegible] withdrew [illegible] in [illegible] said P[illegible] [illegible] all costs incurred by [illegible] in this case.

[illegible]

R. L. Remington Admr.

vs.

Owen

Russell & Jones Admrs. et al

Entered in Chy O. B.
No. 40 pp 496-7 &c.

Filed this Nov. 21, 1876

Virginia

At a circuit court continued and held for Lee County at the court house thereof on Saturday June 8th 1901.

R. L. Pennington Admr. Pltff } In Chy.
vs
J. C. Jessee et al. Defts }

This cause came on this day to be heard upon the papers formerly read therein & the report of Special Comr. R. L. Pennington filed June the 8th 1901, showing disbursements of the funds that have come into his hands as Comr. and that Dr. M.B. Spencer is entitled to a deed for the property purchased by him in this cause and was argued by counsel. On consideration of all which the said report of said R.L. Pennington is hereby approved and confirmed and he is relieved of his liability on the bond executed by him in the cause. It is adjudged ordered and decreed that R. L. Pennington who is here by appointed a Special Commissioner for the purpose do make and execute and deliver to M.B. Spencer a good and sufficient deed with covenants of Special warranty conveying to said Spencer the land purchased by him in this cause and it appearing to the court that said R. L. Pennington has made and executed a deed directed herein before to be

executed to said M.B. Spencer and the same being unexcepted to is hereby approved and confirmed which deed the said R.L. Pennington made to said M.B. Spencer. And it appearing to the court that the administrators of the estate of M. C. Parsons have made several settlements of their account in this cause before A. M. Goins Special Comr. which have not been ordered to be recorded. It is therefore adjudged ordered and decreed that the Clerk of this court transmit to the Clerk of the county court for Lee County said settlements for recordation in said court together with a copy of this decree which reports are as follows; Report of A. M. Goins Special Comr. filed Oct. 10" 1896 and statements filed therewith; Report of A. M. Goins Special Comr. filed May 26" 1898 and report of A. M. Goins Special Comr. filed Feb. 23" 1900 and statements filed therewith the last of which the administrators of said estate will pay out of the funds of the estate. And it appearing to the court that the creditors of the estate have been settled and that it would be expensive to keep this cause on the docket merely for the future settlement of the surviving administrator of said real estate. It is adjudged ordered and

decreed that said Admr. make his future settlements before the Comr. of Accts of the county court of Lee County of Lee County and there being nothing further to be done in this cause the same is stricken from the docket.

A Copy

Teste; A.B. Munsey Clerk.

Virginia, Lee County, to-wit;

In the office of the Clerk of the County Court for said County the 19 day of March 1903 the foregoing settlements and reports was presented and admitted to record.

R. L. Pennington Admr.
vs } Copy of decree.
J. C. Jesse et al

Recorded in
Set of Fid. Pages
275 to 303

Indexed

Examined

Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Wednesday the 10th day of November 1897.

Robert L Pennington Admr. Plaintiff
vs } In Chancery
Russell & Jessee Admrs et al Defendants

This Cause came on this day to be heard upon the papers formerly read therein and the report of Special Commissioner filed therein on the 24th day of May 1897. to which there were no exceptions, and the Motion of J M Or of Counsel for Nimrod Poteet Suggesting that the Claim of Said Poteet and probably others had not yet been reported, and was argued by Counsel upon Consideration of all which the report of the Said A. M. Goins is hereby Confirmed; and it is adjudged, Ordered and decreed that G A Crabtree recover of the Said Russell & Jessee Admrs of the Estate of M C Parsons the Sum of $139.69. with interest on $119.68 part thereof from the 7th day of June 1897. until payment, and that George W Zion recover of the Said Russell & Jessee Admrs the Sum of $22.05 with interest on $19.00 part thereof from the 7th day of June 1897. till paid; that B. F. Thompson recover of the Said Russell & Jessee Admrs the Sum of $5.00; and that Geo F Clark recover the Sum of $6.87 with interest on $6.00

part thereof from the 7th day of June 1897. till paid; and it is further adjudged, ordered, and decreed that A M Goins after having given the Said Russell & Jessee 5 days notice and after posting notice his Sitting for at least 15 days at the front door of the Court house of Lee County; will take and ascertain an account and report to the Court any other valid claims against the Estate of the Said M.C. Parsons, and he will also make an other Settlement of the account of Said Russell & Jessee Admrs. taking up the account where last reported, charging them with Such Sums as they have Since recieved and giving them credit for Such Sums as they have properly paid out, and he will report any other matter deemed pertinent by himself to the proper Settlement of the Said estate, And this Cause is Continued.

A Copy

Teste A.B. Munsey Clerk

8

R. L. Pennington adm
vs } Copy of Decree
Russell & Jessee admrs

Executed Dec 8th 1871
[illegible] attested
[illegible] office copy [illegible]
[illegible] Decree to
[illegible] Going in
Lee Co Va
W. P. Weston
S. L. C.

Copy for A M Goins

Clk $1.00

To W.J.Mileham,Administrator of the estate of John S.Burgan deceased:-

You are hereby notified that on the 24th day of September 1900, between the hours of 8 A.M. and 6 P.M. of that day, at the office of R.L.Pennington,in the town of Jonesville, Va., I will proceed to take the deposition of A.B.Munsey, and others,which when taken is intened to be read as evidence on my behalf in a certain petition filed by you against me, in the chancery suit of R.L.Pennington administrator vs, myself as administrator et al., when and where you may attend and make such cross examination of the witnesses as you may think proper. And if from any cause said depositions be not begun on that day, or if begun not completed, the taking thereof will be adjourned from day to day and from time to time from place to place as the circumstances of the case may demand. until completed.

Dated this the 7th day of September,1900.

J. C. Jessee

Administrator of the estate of

M.C.Parsons deceased.

Pennington Bros and D.C.Sewell,

Attorneys for said Jessee.

Virginia,Lee County to-wit:-

I,B.M.Morgan,Clerk of the County court of Lee County, do hereby certify that R.L.Pennington,this day personally appeared before me in my county and State aforesaid and made oath that he delivered a copy of the foregoing notice to W.J.Mileham on the 18th day of September,1900. Given under my hand this the 20th day of September,1900.

B. M. Morgan Clerk.

J. C. Jesse Admr

Adm. ⅔ Notice

N. J. Milchom Admr.

The deposition of C.E.Couk and other taken before me A.B.Munsey, a Commissioner in Chancery for ~~Clerk of~~ the circuit court for Lee county, at the office of R.L. Pennington in the town of Jonesville, on the 27th day of Setember, 1900, ~~xxxxxxxxxxxxxxxxxx~~ by consent of the parties, to be read as evidence on the part of the defendant in a certain petion filed in the chancery cause of R.L.Pennington Admr. vs J.C.Jessee et al, W.J.Mileham administrator of the estate of J.S.Burgin deceased, vs, the said J.C.Jessee, administrator of the estate of M.C.Parsons deceased.

Present, D.C.Sewell and R.L.Pennington for J.C.Jessee, Admr.,

,, B.H.Sewell and C.T.Duncan for W.J.Mileham, admr.

C.E.Couk, witness of lawful age being duly sworn, deposes and says:-

Ques.1.- State your age, residence and occupation.

Ans. Age 31. Occupation Cashier of Powel's Valley Bank.

Ques.2. As cashier of the said bank is it your business to notice and compare handwritings, and to pass upon the genuinness of signatures?

Ans, It is.

Objection. The foregoing question and answer are objected to because irrelevent and immaterial. B.H.Sewell, Atty for & c.

Ques. 3. How long have you been in the bank as such cashier?

Ans. About 8 years.

Ques. 4. We now hand you two notes purporting to be signed by J.L.Pennington and M.C.Parsons, we will ask you to examine said notes and state whether or not in your opinion the name "M.C.Parsons is or is not in the same handwriting as the body of the instrument and the signature "J.L.Pennington"?

Ans. The signature of "M.C.Parsons" appears to me to be the same hadwriteing as the body of the instrument and the signature "J.L. Pennington"

Ques.5. We now hand you eight checks numbered 1,2,3,4,5,6,7 & 8, which purport to be signed by M.C.Parsons, part of which are to the Pennington Gap Band and part to the Powel's Valley Bank, we will ask you to examine said checks and compare the signture thereto

with the signature of M.C.Parsons on the said notes,and ask you to state whether or not in your opinion said signature is in the handwriting same as that on said notes.

Objection. A comparison of the handwriting of the checks shown witness with the note sued on and any opinion by him in reference thereto is in-admissable,irrelevant and immaterial untill it is shown by competent evidence that said checks are in the proper handwriting of M.C.Parsons decased. Duncan and Sewell for plaintiff.

Ans. I do not think the handwriting is the same.

Ques. State whether or not you are sufficiently acquainted with the handwrite or the signature of M.C.Parsons to identify the same.

Ans. I do not think I am.

Objection:- All the foregoing questions and answers are objected to because the witness has not been shown to be competent to express an opinion on the subject of handwriting or to make a comparison of the same and to give an opinion thereon.

Witness claims 1 day, 50 conts.

And furthur this witness saith not.

B E Clouke

J.F.Witt,another witness of lawful age being first duly sworn, deposes and says:-

Ques. 1.State your age residence and occupation.

Ans.Age 43,residence Zions Mills,occupation merchant.

Ques. State whether or not you were acquainted with M.C.Parsons in his life time and his hand writing.

And. I knew Mr.Parsons in his life time,had known him for 12 years previous to his death,and was acquainted with his hand writing,to some extent.

Ques. We now hand you two notes purporting to be signed by M.C. Parsons and J.L.Pennington, we will ask you to examine said notes and state whether or not the name "M.C.Parsons" is in the hand write or is the signature of the said Parsons:

Ans. I have examined said notes and I do not think said notes or the signature"M.C.Parsons" is in said Parsons hand write.

Ques. We now hand you eight checks marked 1,2,3,4,5,6,7 and 8, purporting to be signed by M.C.Parsons, some of which are given to the Pennington Gap Bank and some to the Powell's Valley Bank, we will ask you to examine said checks and state whether or not the signature thereto is that of M.C.Parsons.

Ans. I have examined said checks and verily believe they are said Parsons signature.

Ques. We will ask you to file said checks with your deposition.

Ans. I here file said checks as reguested,which are marked as aforesaid.

Cro s Examination.

Ques. To what extent were you acquainted with the hand write of M.C Parsons?

Ans.I knew his hand write and drew up a number of contracts and notes & checks for him to sign, and became acquainted with his hand write in that way.

Ques. Did you ever see him write any thing else except his name?

Ans. I do not now remember that I ever did.

Ans. Did Mr.Parsons always sign his name in the same way?

Ans.I think he did as could be, and his hand write always looked to me just alike.

Ques. What kind of a capital "P" did he make.

Objection. The foregoing question is objected to because the witness may be well acquainted with his hand write and yet be unable to describe a particular letter,because writing is similar to faces,one may know a face yet unless he is an artist he would be unable to describe the same, and the question is furthur objected to because the counsel propounding the question refused to give witness the signatures spoken of.

Ans. It would be impossible for me to describe the kind of a "P" in words,I will make you one from memory as near like it as I can,though I could not make it just like it. I hand you one as near as I can make it from memory. I here file the initials"M.C.P" made by me as I remember the signature, marked"M.C.P"

Ques

Ques. In making his capital "C" did not Mr. Parsons usually make a curve with an open space at the bottom.

Ans. the exibit files is a s near as I can describe it.

Ques. I now ask you to examine carefully check heretofore shown you marked "3" and state if that check is in the hand writing of Mr. Parsons.

Ans. I think it is, but it does not resemble his signature as much as some of the other signature on the checks you hold.

Ques. I now hand you check marked No6. heretorfore shown you, and will ask you to State if that check is in his hand writing.

Ans. It looks very much like his hand writing, more than "3".

And this witness claim attendance 1 day, 50 cents.

And furthur this witness saith not.

J. F. Witt

Virginia, Lee County, to wit:-

I, A.B. Munsey, ~~clerk of~~ Commissioner in Chancery for the Circuit Court for Lee County do hereby certify that the foregoing depositions of C.E. Couk and J.F. Witt, were this day taken, subscibed to and sworn to before me at the time and place and for the purposes in the caption mentioned.

Given under my hand this the 27th day of September, 1900.

A B Munsey Comr in Chancery

J. C. Jesse Adm'r

Adm'r 3 Depositions for Deft

W. P. McLehose Adm'r

Taken before me & filed in my office on the 27th day of Sept 1900.
A B Munsey Clerk

Comm in Chey 5 hours 2.25
R L P for serving Notice 50
Witts 100
$3.75

The deposition of B.M.Morgan, taken before me, Geo.P.Cridlin a notary public in and for the County of Lee, State of Virginia, at the office of C.T.Duncan in the town of Jonesville, Virginia, on the 27th day of February, 1901, by agreement, to be read as evidence on behalf of the defendant in a certain petition filed in the Chancery cause of R.L.Pennington administrator Vs. J.C.Jessee administrator et al, wherein W.J.Mileham administrator is plaintiff and J.C.Jessee administrator is defendant.

Present: R.L.Pennington for J.C.Jessee admr., and
C.T.Duncan and B.H.Sewell for W.J.Mileham admr.

B.M.Morgan a witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your age, residece and official position.

A.-- I am 65 years old, reside at Jonesville, Va., and am Clerk of the County Court for Lee County, Virginia.

Q.2.-- State whether or not you have examined the personal property books for the County of Lee and District of Rocky Station, and the property there charged to John S.Burgan, Sr. for the year 1896, 1897, 1898, 1899, and if so what property is shown to be charged to said John S. Burgan?

Obj.-- The foregoing question and any answer thereto is objected to because the books are the best evidence of what they contain, and they being in writing, if evidence at all, speak for themselves, and it is not permissible for the witness to state the contents of said books: and even if the books themselves, or copies thereof, are offered, they are inadmissable because they are work of the Commissioner of the Revinue and there is no evidence offered that they are truly or correctly made.

C. T. Duncan. for plff.

A.-- I have examined the books for the years mentioned for said County and district and have made copies of the property charged to John S. Burgan, on a paper which I here filed as part of my deposition, marked "A", which shows that on page 1, line 30 the property charged for the year 1896, and page 1, line 24, the year 1897 t e property charged for

year 1897, and page 2, line 2, the property charged to him for the year 1898, and page 1, line 3, the property charged for the year 1899. I find that for the years 1896 and 1897 that the tax is charged to J. S.Burgan,Sr., and for the year 1898 to J.S.Burgan and for the year 1899 I find the name of John S.Burgan on the [illegible] 1899 to John S.Burgan. I also find the name of John S.Burgan on the ~~bok~~ books for 1898 charged only with pole tax and no property.

~~Q.3.INX~~
Obj.-- Objected to because the asnwer is n t responsive to the question, and because the witness files what purports to be exhibits from the personal property books of Rocky Station Dirtrict whichout having been requested so to do, and the answer objected to ~~ke~~ in so far as it undertakes to state that he found on the books for 1898, John S.Burgan charged with a capitation tax, if this is evidence the book will speak for itself.

C.T.Duncan & B.H.Sewell for plff.

Q.3.-- State whether or not you have examined the personal property books for the year 1900 for Lee County and if so do they show that W. J.Mileham, administrator of the estate of John S.Burgan deceased, to be charged with any tax whatever?

Obj.-- The foregoing question is objected to because the said personal property books or certified copies thereof are the best evidence of what they show.

B.H.Sewell and C.T.Duncan for plff.

A.-- I have examined said books and I do not find anything charged thereon against said Milham as administrator of the estate of said Burgan.

Cross Examination.

X.Q.1.-- Were you personally acquainted with John S.Burgan?

A.-- I was not.

X.Q.2.-- Do you know whether or not the John S. Burgan whose name appears on the personal property books, transcript from which you have filed, is the same John S.Burgan, whose administrator is attempting to collect the note described in this petition?

A.-- I do not .

N.Q.3.-- Do you know whether or not John S.Burgan presented these notes to the Commissioner for assessment? and that the commissioner failed or refused to assess them or list them?

A.-- I do not

And further this deponent saith not.

B. W. Morgan

C.T.Duncan, another witness of lawful age being duly sworn deposes as follows:

Q.1.-- State whether or not you are acquainted with John S.Burgan, the deceased person represented by W.J.Mileham, in the life time of the said Burgan, and whether you knew the place of his residence. If you answer you did know him and did know his residence, state in what District of Lee County he resided at the time and and just previous to his death?

A.-- I was very well acquainted with Mr.Burgan for the last several years of his life. I knew his place of residence very well, but I do not know in what District he lived, as I do not know the dividing line between the Rocky Station and the Jonesville District. He lived in one or the other, and I have always supposed him to live in the Rocky Station.

Cross Examination.

N.Q.1.-- State if you knew the age of John S.Burgan at the time of his death and also what was the condition of his health for several years just preceding his death?

Obj.-- The foregoing question is objected to because it is new matter evidence in chief for the plaintiff and not a part of cross examination of the witness on the statement made by him in answer to the question propounded to him by the defendant.

R.L.Pennington for deft.

A.-- I did not know the exact age of Mr.Burgan. He was quite an old man. I would suppose him to be at the time of his death upwards of 80, and he was perhaps more feeble than men of his age usually are for the

two or three years of his life.

X.Q.2.-- State whether or not the said John S.Burgan was ~~xxxxx~~an educated man, and his manner of conducting business if you know what that was?

Obj.-- The foregoing question is objected to for the same reasons that last question was objected to.

P.L.Pennington for deft.

A.-- Mr. Burgan was not an educated man, but on the contrary was very illiterate. In the transaction of business he was dull and either negligent or did not know what ought to be done. But I think he was as honest a man as I ever knew or had any dealings with.

And further this deponent saith not.

C. T. Duncan

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, a notary public in and for the County of Lee in the State of Virginia, do certify that the foregoing depositions of B.M.Morgan and C.T.Duncan were taken, sworn to and subscribed before me at the time, place and for the purpose in the caption mentioned

Given under my hand this the 27th day of of February, 1901.

Geo. P. Cridlin

Notary public.

H. J. Pillsbury admr.

vs. } On Petition.

[illegible] admr.

[illegible]

B. M. McKee

[illegible]

Recieved from G. P. Loridan
the N.P. before evidence taken
and filed Feby 27 1901
(A. J.) [illegible]

[illegible]

Virginia,Lee County,To wit.:

I,A.B.Munsey,Commissioner in chancery for the circuit Court for Lee County do hereby certify that the foregoing depositions of G.L.Pennington and J.L.Dennington were duly taken, sworn to and subscribed before me according to the times and places set forth in the caption thereto by the agreement of the parties for the purpose in said captions mentioned and in pursunace to the agreements mentioned.

Given under my hand this the 31st day of October, 1900.

A.B.Munsey

Commissioner in chancery.

N. J. Milchomb Adm

vs. Depositions of Plaintiff

J. C. Jno Adm &c.

Taken before me & filed in my office on Oct 31, 1900.

A B Munsey Clerk

Comr in City
4 hours $3.00

Russell & Jessee, Admrs. et al. Plfts..)
vs.) IN CHANCERY.
Geo.A.Crabtree. Deft.,)

The depositions of James M.Carter and others taken before me [illegible], special commissioner, in the above styled cause, at my office in the town of Jonesville, Va., on the 6th day of April, [illegible], to be considered as evidence in the determination of the question pending before me as said commissioner. See notice herewith attached.

James M.Carter, a witness of lawful age, being first duly sworn [illegible] says:-

1st. Are you the same Mr.Carter, against whom a judgement was [illegible] in favor of Geo.A.Crabtree and against you, Geo.W.Peters and the late [illegible].C.Parsons for about the sum of [illegible]

Ans. I am.

Ques. 2. State whether or not you were acquainted with the [illegible], or any part of it, belonging to John L.Pennington, who was the principal in said judgment, and which was levied on [illegible] deputy sheriff of this county, to satisfy the [illegible].

[illegible] four mules.

[illegible] at the time they were levied upon.

[illegible] four mules.

[illegible] present at the [illegible] to the sheriff for sale?

Ans. I was not.

[illegible] to the

release of the levy on said property?

Ans. I did not.

Ques. 2. Do you know of any credits or payments made on said judgement?

Ans. I do not.

X-Ex.

Ques. 1. You say that you did not direct, authorise, or consent to the release of the levy on John L.Pennington's property, did you know that it was levied on in favor of Mr.Crabtree on his execution against yourself and others?

OBJECTION__The foregoing question is objected to; the execution itself is the highest and best evidence of the levy.

A.L.Pridemore, Atty.

Ans. I did not know any thing of the levy, except what Pennington himself and the sheriff said; also M.C.Parsons told me that the mules were levied on for the debt.

Ques. 2. When did they tell you?

Ans. I do not remember the time, but some time after the levy was made.

Ques. 3. Did they,or either of them, and if so which one, tell you that said property was levied on under the execution in favor of Crabtree vs. J.L.Pennington, M.C.Parsons, Geo.Peters and yourself?

Ans. Yes sir; they did. Parson, Kirk and Pennington all told me of the levy. I was uneasy about the debt and enquired of them about the debt.

Ques. 4. When did you first ascertain that any judgment had been rendered against you on the forthcoming bond?

Ans. I do not know that I could state the time, but it was some time afterwards.

Ques. 5. Did you have that information while the property was under levy?

Ans. I did.

Ques. Did you attend [illegible] the advertised sales of said property?

Ans. I did not.

Ques. You say that said mules [illegible] $180 a pair,

Ques. [illegible] for the four mules, do you think they would have brought that sum at a public sale, for cash in hand?

Ans. I could not tell what they would have brought, but that is what I had contracted to pay for the mules.

Ques. When had you made that contract? And were you to pay for them in money or otherwise?

Ans. I had made the contract about two months before the mules were levied upon. I was to pay for the mules in hauling logs.

~~[illegible]~~ And forther this deponent saith not.

James M. Carter

Witness claims $1.48 ~~74~~ cts

See Mech Page

Geo.W.Peters, a witness of lawful age, being first duly sworn, deposes and says:-

Ques.1. Are you the same Geo.W.Peters, who with the late M.C.Parson, J.M.Carter,was securety for John L.Pennington to Geo.A.Crabtree, on which judgment was rendered, and also judgment on a forth-coming bond?

Ans. I am.

Ques. Are you acquainted with the four mules that were levied on as the property of J.L.Pennington to satisfy said debt?

Ans. I am.

Ques. Was you in the town of Jonesville on the day that said property was brought to that place,by said deputy sheriff, for sale to satisfy said debt?

Ans. I was not.

Ques. What was the fair cash value of the four mules said to have been levied upon?

Ans. I think $150.00 at that time.

Ques. Did you at any time direct, or authorise the said deputy sheriff, or any one else, not to sell said property, or to release said levy?

Ans. I did not; nor did I at any time direct the sale not to be made.

Ques. If I understand you correctly, John L.Pennington was the principal in said debt,and you, Jas.M.Carter, and the late M.C.Parsons, were his secureties, is that correct?

Ans. It is correct.

X-Ex.

Ques. Did you know at the time of said levy, or afterwards, until Kirk had gone out of office that said mules had been levied on under an execution in favor of Crabtree and against J.L.Pennington, Parsons, Carter and yourself?

Ans. I did not, except through Kirk or Pennington one. No writ or notice was ever served on me.

Ques. When did you first learn that judgment had been rendered ~~on~~ against you on the forth-coming bond?

OBJECTED TO--The record is the best evidence of when the judg-

ment was rendered, if ever.

A.L.Pridemore, Atty.

Ans. About the time the property was levied on.

Ques. Before that time were you ever served with notice that a motion would be made for judgment and award of execution against you on said forth-coming bond?

OBJECTION-- The foregoing question is objected to, because if such notice was given it would have to be in writing, and its production is the best evidence.

A.L.Pridemore, Atty.

And. I was not.

Ques. When did Mr.Jessee, or Mr.Russell, admissible make any enquiry from you of what you knew about said execution and the levy under it? If they ever did?

This question is objected to, because irrelevant and immaterial, the inquiry having been directed to be made by the court.

A.L.Pridemore, Atty.

Ans. Russell never did name it to me, but Mr.Jessee named it to me shortly after the death of Mr.Russell, and before the time of the filing of the petition by Mr.Carter and myself in this case.

Ques. How far did you live from Mr.Russell and Mr.Jessee, and state whether or not you frequently saw them between the time of M.C.Parsons' death and the time Mr. Jessee mentioned this matter to you?

Ans. I lived about 7 or 8 miles from Russell, and between 8 and 9 miles from Jessee's. I saw them often between the times.

Ques. Were you ever in Jonesville at any time when said property was advertised for sale, if it was ever advertised?.

Ans. I was not.

Re- ex.

Ques. Is it not a fa[illegible] for two years or more before Mr.Russell's death,he was confined to his house from which he finally died?

Ans. That is what I have so understood.

Ques. Can you give any reason why this debt was not mentioned between you and Russell and Jessee before the time that you state that it was mentioned?

Ans. In the first place I thaught the debt was paid when the property

was released. Some two years afterwards Pennington informed me that he still owed about $30.00 on the debt. I had learned that this judgment was about second on the records, and Pennington advised me not until they had finished selling him out and he would finish paying this debt. And I thought his property would finish paying the debt.

Re-X-Ex.

Ques. Do you know why Russell and Jessee never mentioned [illegible] you?

Ans. I [illegible].

Ques. You say that you understood that H.J.Russell was confined to his house for something like two years before his death, did you hear of [illegible] sick or confined to his house any time during Mr. Russell's sickness?

Ans. I never did.

[illegible]

Witness claims $1.24

Geo. W. his x mark Pelton

Postponed to same place, June 26, 1899,

A. M. Gaines,

Special Commissioner.

Met pursuant to adjournment June 26, 1899,

A. M. Gaines

Special Commissioner.

Postponed to same place August 24th, 1899,

A. M. Gaines

Special Commissioner.

Met pursuant to adjournment August 24th, 1899,

A. M. Gaines

Special Commissioner.

M.R.Kirk, a witness of lawful age being first duly sworn deposes and says:

Ques. 1. Was you deputy sheriff Aug. 19, 1895, of this county?

Ans. I think my term of office had expired at that time, but I was still winding up some old business I had on hand.

Ques. 2. Did you have levied on certain property as the property

FORM No 302.

vs. { AFFIDAVIT FOR ORDER OF PUBLICATION.

p. q.

Virginian,
Print,
nesville, Va } Form No. 302.

"M. R."

the Clerk's Office of the Court of the of

Plaintiff

against

Defendant

This day personally appeared

re me, Clerk of the said Court,

being duly sworn, made oath that

fendant in the said suit not resident of the State of Virginia,

Given under my hand has Clerk of the said Court, this day of

,

of John L.Pennington to satisfy an execution in favor of Geo A. Crabtree, and which execution was against John L. Pennington, M.C.Parsons, Geo.Peters and James Carter, and was the same levied by you while you was deputy sheriff on said property?

Ans. I did levy on said property as the property of John L.Pennington, and it consisted of two work mules, and was the property of J.L. Pennington.

Ques. 3. Did you have said property advertised for sale, and did you bring said property to the court-house for sale at the August term of the County court of said county, 1895?

~~Ans.~~ The foregoing question and any answer thereto, as well as the answer to the next perceding question, is objected to untill the execution under which the levy is claimed to have been made is filed with the answer to said ~~xxxxxxxx~~ question, said execution and its indorsements being the best evidence, the same being a record.

C.T.Duncan & B.H.Sewell, Attys. for Crabtree.

As to the filing of the execution that belongs to the Clerk's office ~~and~~ but there is a copy of the same filed in this cause; as to the objections to the ~~t~~next preceding question, the questin was asked and answered, and the answer written down in the presence of counsel for the plaintiff before they objected. The objection therefore ~~the objection~~ comes too late,

A.L.Pridemore, Atty. for Petitioners.

Ans. I had said property levied on, as to the dates I can't remember, but I did bring it to the court-house for sale, and it was on court day.

Ques. 4. I hand you a paper which you will please look at and examine ~~it~~ and say whether or not Geo.A.Crabtree signed it, and who wrote it?

Ans. I think I wrote the paper; Geo.A.Crabtree signed it.

Ques. 5. Does that paper relate to the mules that you brought to the court-house for sale?

Ans. It does.

Ques. Please file said paper with your deposition as a part thereof marked"M.K."

Ans. I here file said paper as indicated.

Ques. 6. At the time that said paper was signed by Geo.A.Crabtree

what amount, if any thing, did said Crabtree then claim to be due him on said execution?

Ans. Crabtree claimed that there was an amount due him that day--I do not now remember what amount he claimed. There was a certain amount to be paid that day, I think $30.00, but whether that $30.00 was paid I do not know.

Ques. 7. Please state if it was not then and there agreed in your presence that if J.L.Pennington would pay to Geo.A.Crabtree as much as $30.00 that he Crabtree would release the mules from levy and sale, and was it not a fact that the paper filed by you marked "M.K." was executed in pursuance of that agreement and understanding?

Ans. I cannot state as to the agreement made between Pennington and Crabtree. But there was an adverse claim set up by Wm.Pennington to the property, and when I brought the property to court I required an indemnifying bond of Crabtree before making sale, and thereupon Crabtree stated that if they would pay him a certain amount, not now remembered by me, but I think $30.00, that he would hold up the sale. But I reminded Crabtree that my time was out as deputy sheriff, and that if he wanted to wait longer with Pennington et al, that he would have to release the levy that I had made as I did not want to have it on hands any longer. It was to indemnify me under the circumstance that the paper "M.K." was executed. But as before stated I do not know whether the $30.00 was paid or not, but after the talk had as a bove stated the paper was executed, and handed to me.

Ques. 8. In pursuance with Mr.Crabtree's direction as shown by the paper filed by you did you release said levy and give the property up to John L.Pennington?

Ans. I did.

Ques. 9. What was the fair cash value of said mules at that time?

Ans. About $80.00.

Ques. 10. On the day you released said levy and gave up said mules to J.L.Pennington was Geo.Peters, James Carter, or M.C.Parsons present, or had any knowledge that said mules were to be released?

Ans. If they were present I do not remember it, and I do not know whether they had any knowledge of it or not.

Ques 11. On the day above referred ~~to above~~ as the day of sale, ~~state~~

state from your knowledge of said execution what amount was then due to said Crabtree thereunder; give your best knowledge of the amount.
Ans. $80.00, not counting interest or cost.

X-EXAMINED.

Ques. 1. How long had you had the mules levied on?
Ans. Objected to--The levy will show,

A.L.Pridemore, Atty.

Ans. I do not know; it might have been six or eight mos.
Ques. 2. How many times had you had them advertised for sale during that time and the time when you finally released them?
Ans. I do not reckon that I had advertised them but once, but I postponed the sale a number of times by agreement.
Ques. 3. At whose instance and request were these postponements made?
Ans. Mr.Crabtree would always agree to it, but sometimes Mr. Parsons would insist on him agreeing to it.
Ques. 4. Was there any postponement of the sale of that property up to the day when you finally released it that was not brought about, or at least insisted upon by M.C.Parsons?
Ans. I can't exactly remember, but I think pretty well all the postponements Mr.Parsons had something to do with.
Ques. 5. You state in answer to a question propounded to you in your examination in chief, that Wm.Pennington had set up a claim to the property which you had levied upon and that you required an indemnified bond of Crabtree before making sale, please state when Mr. Pennington set up that claim, when you first notified Mr Crabtree of it, and whether or not he did not refuse to give said bond?

The foregoing question is objected to because the same is irrelevant and immaterial. A.L.Pridemore, Atty. &c.

Ans. The best of my recollection he set up the claim to the property the morning I brought it down here for sale--Aug. 19, 1895--the day the paper was given to me. I notified Mr.Crabtree here that day, and he refused to give the bond.
Ques. 6. Did you not then refuse to sell the property until the indemnifying bond was given?

Ans. There was some kind of an agreement between him and Pennington to hold up the sale, and I told Crabtree that I was not going to fool with it any longer, and then I saught the release he gave me.

Ques. 7. Would you have sold the property unless the indemnifying bond had been given?

Ans. No; I would not have sold the property under the circumstances.

Ques. 8. Was the agreement between Crabtree and Pennington to hold up the sale, as above stated by you, made before or after you had demanded the indemnifying bond?

Ans. It was made after I had notified him that I wanted a bond.

Ques. 9. State, if you can remember, the payments made to you on said execution while it was in your hand?

Ans. I cannot remember the amount, but there was $100.00 paid to me at one time. There was two or three other amounts paid,which were indorsed on the execution.

Ques. 10. Is it not a fact that the socalled release filed by you marked "M.K.", was given by Mr.Crabtree in answer to your demand for indemnifying bond ~~by you~~?

Ans. It was given for that purpose.

RE-EXAMINED.

Ques.1. What finally became of the mules that you had levied on? State all you may know about them.

Objected to because irrelevant and immaterial,

Duncan and Sewell, Attys. for Crabtree.

Ans. They were in James Pennington's possession at the time I brought them down here, and I think one or both of them is now in the possession of Henry Pennington, son of James.

Ques. 2. What Pennington was it that set up a claim to the mules, and what kind was he to John L.Pennington?

Ans. Wm.Pennington, and he is said to be the father of John L.

Ques 4. Did you ever notify M.C.Parsons, Geo.Peters, or James Carter that a claim was set up to these mules by Wm.Pennington and that you requires an indemnifying bond? before or at the time said paper was executed that you have filed?

Ans. I do not remember it if I did.

RE-X-EXAMINATION.

Ques.1. You state in answer to question propounded ~~to question~~ re-examination, that the mules were in James Pennington's possession at the time you brought them down here, how long had they been in his possession, and had they ever actually been in your possession?

Ans. They had probably been in Pennington's possession a month or two--they were only in my possession once or twice, when I brought them to town for sale, when a compromise would be entered into.

Ques. Who was in possession of the mules when you ~~[illegible]~~ levied on them?

Ans. My recollection is that they were in a pasture that was claimed by John L.Pennington.

Witness Claims 2 days $1.64

RE-RE-EXAMINED.

Ques. State whether or not James D.Pennington or his son ever laid any claim to these mules in their own right.

Ans. I don't remember that they ever did while I had any thing to do with them.

And further this deponent saith not, M. R. Kirk

The further taking of these depositions are continued until the 16th day of September, 1899, at the same place. This Aug. 24, '99.

A. M. Gouis

Special Commissioner.

Met pursuant to the foregoing adjournment at my office in the town of Jonesville, Sept. 16, 1899. A. M. Gouis

Special Commissioner.

John L.Pennington, a witness of lawful ~~age~~ age, being first dely sworn, deposes and says:-

Ques.1. Are you the same John L.Pennington against whom an execution issued, in which judgment M.C.Parson, Geo.Peters and James Carter were your secureties?

Ans. I am.

Ques. Did Deputy Sheriff Marion Kirk levy this execution on a pair of mules as your property?

Ans. He said he did.

Ques. After several postponements of sale of said mules, did he afterwards, to-wit, at the August term of the County court, 1895, bring the mules above referred to to the court-house for sale?

Ans. I had given a forthcoming bond on some corn, in which Parsons, Carter and Peters were my secureties, and the mules were levied on on the execution on the forthcoming bond, and I retained the mules in my possession untill the day of sale, though I had sold the mules to my brother James Pennington, subject to the levy of the foregoing execution, during the time. I had other mules at the time, that I understood was levied on by the deputy sheriff, at least Mr. Parsons came forward and pointed them out to the deputy sheriff for levy.

Ques. On the day, these mules were brought forward for sale, state if you know, why they were not sold.

Ans. The week before court I went to Mr.Crabtree and had a conversation with him about this debt. I asked him if I would get him some money on the debt would he hold up and give me more time on it--I disremember the amount I spoke of getting up. He would not give me a definite answer whether he would give me more time or not, but said he would let me know at court. When we came to court I brought with me $30.00, and I forget whether I handed it to Mr.Crabtree or Mr.Sewell, B.H.; they were sitting together at the time in the court-house. Mr. Sewell was Crabtree's counsel at the time. The $30.00 was intended as a credit on the Crabtree debt. I forget what words were had after I paid the $30.00, but at any rate they gave me to understand that they would not sell the mules at that time--I took it that the sale would be postponed. After I had paid the $30.00 I went in the Circuit court clerk's office where Mr.Kirk, deputy sheriff, then was, and I told him what I had done. This seemed to displease him and he said ~~they~~ What is the way they are going to do, he (Crabtree) would have to release him, he would have no more to do with it. About this time Mr.Crabtree came into the clerk's

office. He and Mr Kirk went back to the desk, and talked a little bit, and then I saw one of them writing something--I think Kirk wrote first, then I saw Mr.Crabtree writing. Mr. Kirk came back and showed me a paper which resembles the one filed with Mr.Kirks deposition which I now have in my hand, ~~said paper~~ the same is marked "M.K". The mules were not sold on that day--Myself and James Pennington rode the mules back home, as I remember, and I afterwards turned them over to him.

Ques. State, if you know, if not as near as you can, the amount that was due on that execution on that day, after the payment of the $30.00.

Ans. Mr. Kirk counted the matter up on that day. My recollection is the balance on the debt was between $45 and $48, and some cost, the amount of which I do not now remember--The $45 or $48 was going to Crabtree.

Ques. What was the fare cash value of the mules above spoken of, on that day?

Ans. I think $75 or $80, the pair, on that day.

Ques. State whether or not M.C.Parson, Geo.Peters, or James Carter was present on the day you paid the $30.00.

Ans. They were not at the time we were transacting the matter above referred to.

Ques. State whether or not there had not been paid by you to Marion Kirk, the deputy sheriff, $100.00, for which you have not received credit on the original judgment; and state whether or not you have not a receipt therefor now in your possession?

Ans. I did pay the $100.00, and have the receipt, but my understanding is that there was $100.00 left out in the judgment, and this $100.00 was to cover that amount.

X-EXAMINATION-

Ques. Then the $100, for which you have the receipt, as above spoken of by you, was not paid on the execution in Kirk's hands, which was levied on said mules, was it?

Ans. No; I suppose not, but it was on the same debt.

Ques. That much of said debt had been left out of said judgment and execution, had it not?

Ans. That's what they claimed.

Ques. Don't you know the fact that it had been left out of the judgment and execution?

Ans. I think it had been left out of the one and not out of the other.

Ques. State how much you paid on said execution in the hands of Kirk, I mean how much you paid on said debt outside of the $100 paid by you, as above.

Ans. I cannot tell without I had time to go over the receipts, and then there were some little accounts that there were no receipts given for.

Ques. On the 14th day of May, 1897, you gave your deposition before E.W.R.Ewing, special Comr., in the case of the Greer Machinery Co. vs. J.D.Pennington et al, which deposition I now show you, and in giving that deposition, did you not file a paper showing amounts which you had paid to Kirk on the Crabtree debt, and is not that amount $300.00?

OBJECTION-- The foregoing question is objected to, because if there be such a deposition and paper it is the best evidence and should be produced.

A.L.Pridemore, Atty.&c.

After the foregoing question was asked and was objected to by Pridemore, Atty, &c. then the interlineation, "which deposition I now show you", was added. A.M.Goins, Comr.

Ans. I did file said paper, and the paper shows $300.00 on its face, but at the time of giving my deposition I claimed $30 additional, and some little accounts of from $10 to $12, which I had paid to Crabtree.

Ques. The $300.00 includes the $100 spoken of by you above, does it not?

Ans. I suppose it does--My deposition says it does.

Ques. Have you receipts for all the payments you made to Kirk, or to any other person on the Crabtree debt? if so please file them or copies of them, with this deposition and mark them "J.L.P.Receipts".

Ans. I have the $100 receipt, but as to the others I cannot say, My recollection is I brought them here and turned them before Mr.Ewing. I never had any receipts for the accounts.

Ques. How many $30 credits are you entitled to on said Crabtree debt?

Ans. I do not know.

Ques. Do you recollect of ever paying but the one $30 credit, and if you state that you do, please state to whom it was made.

Ans. One is all I recollect of. I paid Kirk various amounts, he may have divided it up and have give $30 credits. He told me that he did divide the payments up with different parties.

Ques. You state in your deposition which I showed you a few moments ago, that you thaught you were entitled to a credit of $30, not shown on said execution, that you would make serch for a receipt for the same, and if you found it you would file it claim credit for that sum, did you ever make search for said receipt, and did you ever find it and file it?

Ans. I did say I would look for said receipt, and I have looked in part, I have some papers that I have not looked through-- I have no recollection of ever finding said receipt.

Ques. How long were those mules under levy; how many times were they brought to the court-house for sale; and at whose instance were the sales postponed from time to time?

OBJECTION-- The foregoing question is objected to, because irrelevant and immaterial. A.L.Pridemore, Atty &c.

Ans. I do not know how long they were under levy--They were brought to the court-house twice for sale that I recollect of--The sales were postponed most of the time at the request of Mr.Crabtree-- that is, I would ask it and Mr.Crabtree would grant it.

Ques. Was not the sale postponed two or three times at the request of M.C.Parsons?

Ans. Parsons came to me at one time and said that Crabtree said he would hold up.

Ques. Did not Parsons more than once assist you in getting Mr Crabtree to hold up and postpone the sale of the mules?

Ans. One time is all that I have any recollection of.

Ques. On the day that the levy on said mules was released, or some time prior thereto, had not an adverse claim been set up by your father to said mules?

Ans. As I under stand it there was more than one pair of mules levied on; my father laid claim to one pair of the mules levied on, but

I cannot say whether these are the mules or not--my father claimed the mules that I let my brother Jim have. My father claimed the mules because he had paid a $125.00 payment to Kirk, and that Kirk had released the mules to him, Kirk claimed that he had not released the mules.

Ques. Now, was that the pair of mules that it is claimed that Crabtree released from levy on the 19th day of August, 1895?

Ans. I do not know.

Ques. Did Kirk ever levy the Crabtree execution on but one pair of mules?

OBJECTION--The foregoing question is objected to. If such levy was made it should be produced as being the highest and best evidence.

A.L.Pridemore, Atty.&c.

Ans. At the time Parson and Kirk came up, as above spoken of by me, Parsons pointed out to Kirk five or seven head of mules, Kirk said he levied on them, I do not know whether he did so or not. Kirk said Mr.Crabtree said for me not to work the mules, and I did not work them for about a month.

And further this deponent saith not,

HERE THE PETITIONER CLOSES HIS CASE.

See Deposition of B.H. Sewell on next page taken Oct. 28, '99.

B.H.Sewell another witness introduced by the defendant deposes and says:
Ques.1. Are you counsel for George A.Crabtree in the prosecution of his claim against the estate of M.C.Parsons,growing out of his judgement against J.L.Pennington,George Peters,James Carter and M.C.Parsons?
Ans.I am one of his counsel,I was also counsel for Mr. Crabtree in obtaining said judgement and in the collection of or attempt to collect the same. I have the ~~xxxxx~~ folowing personal interest in said claim, I have a note against Geo.A.Crabtree for one hundred dollars with interest from April 9th 1896,subject to a credit of $31.00 paid Aug.1st 1896,and $10.00 paid Oct. 4th 1896.When Mr. Crabtree left this county he told me to collect his judgement and when I had collected it against Parsons,Peters and Carter to pay myself the balance of said note out of said money so collected.
Ques.2.State anything you may know about payments made upon said judgment,the postponement of sales of the property levied on to satisfy it or anything else you may know about it?

The testimony of this witness is objected to because he is a party to the subject of investigation and Mr. Parsons is dead,he is therefore incompetent to testify.

Pridemore & Sewell for Plff.

A.-- The only payments that I know anything about are the ones allowed by commissioner Goins in his report. John L.Pennington did not pay to me for Mr. Crabtree the $50.00 he claims to have paid to Mr. Crabtree or me at the date of the so called release filed in this case. As to the postponements of the sales of the property I know very little as these postponements were made by Mr. Crabtree, Mr. Pennington and sometimes Mr. Parsons, as they informed me, and such ones as I was informed of were made with my disapproval. In regard to anything that was done for a post-ponement of a sale or any arrangement whatever between Crabtree,Pennington or the Deputy Sheriff, M.P.Kirk at the date of the said so called release I do not know anything about it, because I was not present. After presenting this judgment before the commissioner in the lien creditor's suit of the Greer Machinery Co. against J.D.Pennington and others, I went at once and presented it to Mr. A.M.Goins commissioner in the case of R.L.Pennington administrator against Parsons administrator and others, for collection, as Mr. Crabtree had directed me to do so, and because Mr. Parsons' estate was being wound up and I did not want to miss the opportunity of presenting it for collection against him. I gave Mr. Goins at the time all the payments that had been made on said jedgemnt that I knew of and directed him to call the attention of Mr. Parsons' administrators to the fact that said judgemnt had been presented to him for collection and to so report it to Court. I also at the time called R.L.Pennington's attention to the fact as I thought he was of counsel for Parsons' administrator, but R.L.Pennington has since informed me that he was not counsel for them in this case.

Q.3. I notice that Mr. Goins allows a credit on said note for $30.00, to whom was that paid and when?

A.-- The $30.00 payment credited by Mr. Goins was paid to me by M.P.Kirk,Deputy Sheriff, the exact date I cannot state, but it was either at the November County Court 1894 or the Circuit Court for said month and year, because Mr. Crabtree left that $30.00 in my hands out of which to pay Horton and Hickam for him $20.00 for a heifer and

this $30.00 I paid them on December 1st 1894, then on December the 6th 1894 I paid Mr. Crabtree $8.50 being the balance of the $30.00 payment after having retained my commission of $1.50.

Cross Examined.

X.Q.1. Are you acquainted with the hand writing of George A.Crabtree?

A.-- I am to some extent.

X.Q.2. If you have seen a paper filed in this cause with the deposition of M.R.Kirk purporting to be signed by George A.Crabtree, please state in whose hand writing the signature of George A.Crabtree is if you know.

A.-- I have seen said paper and while I cannot state positively that the signature is in his hand writing, I will state that it looks very much like it.

X.Q.3. Basing your answer upon your knowledge of his hand writing give your opinion as to whose hand writing it is.

A.-- My better opinion is that it is in his hand writing.

X.Q.4. Did ever Mr. Crabtree inform you of the release of those mules spoken of by Kirk in his deposition?

A.-- He did not. The first that I ever knew of it was when the petition was first filed by Peters and Carter in this case, and I asked them or their counsel to show me the paper and it was done and I was surprised when I saw it, and then I begun to make some inquiry about it

And further ~~xxxxxxxxx~~ this deponent saith not.

B. H. Sewell,

Virginia, Lee County, to-wit:-

I, A.M.Goins, Special Commissioner in the above styled cause, do hereby certify that the foregoing depositions were duly taken under oath after notice, and subscribed before me, and at the times and places above mentioned.

Given under my hand, this Oct. 27, 1899.

A. M. Goins,
Special Commissioner.

R. L. Pennington, Admr,

vs. { Depositions on claim of Geo. A. Crabtree

H. J. Russell et al.

"Depositions."

Witness Attendance $4.86
Sheriffs Cost .60
$6.46

To Mr.J.C.Jessee, Administrator of the estate of M.C.Parson, deceased:

You are hereby notified that on the 18th day of October, 1899, at the office of Hamilton & Leydig, in Eldorado, Butler County, Kansas, I shall proceed to take the depositions of George A.Crabtree and others to be read as evidence in my behalf on the hearing of a petition filed by you against me as administrator of the said M.C.Parsons, against me in the suit in Chancery now pending in the Circuit Court for Lee County Virginia of P.L.Pennington, Administrator &c. against J.C.Jessee administrator &c. and others; and if from any cause the taking of said depositions be not commenced, or if commenced be not concluded on that day, tha taking thereof will be adjourned from day to day, and from time to time and from place to place until the same shall be completed. This the 28th day of September, 1899.

Respectfully,

George A. Crabtree,
By Hamilton

George A. Cornwallis

Adds Notices,

J. C. Jones admirre

The deposition of George A.Crabtree taken pursuant to notice on the 12th day of October, 1899, at the office of Hamilton & Leydig, in Elderado, Butler County Kansas, before me A. L. L. Hamilton a notary public in and for said county, which deposition is intended to be read in behalf of the defendant on a petition filed by J.C.Jessee, administrator of M.C.Parsons deceased, in the Chancery cause of R.L. Pennington Administrator &c. against J.C.Jessee Administrator &c. and others, which Chancery cause and petition are now pending in the Circuit Court of Lee County.

George A.Crabtree, a witness in his own behalf, after being duly sworn, deposes and says:-

Q. 1.-- Please state your age, residence and occupation.

A. 1.-- My name is George A. Crabtree. my age 83 years, residence, Milton Township Butler County Kansas, Occupation a retired farmer.

Q. 2.-- Are you the same George A.Crabtree who had a judgment against J.L.Pennington, M.C.Parsons, George Peters and James Carter, on which an execution issued and was placed in the hands of Marion F. Kirk, for collection?

A. 2.-- I am.

Q. 3.-- Please state, if you remember, what was done with said execution, whether or not it was levied on the property of John L.Pennington, and if you state it was then state what property was levied on, and in this connection state, if you remember, the amount of payments made to you on said execution?

A. 3.-- It was levied on the property of John L. Pennington as follows: to wit: Three pairs of mules. all work mules. Said Pennington paid ~~[illegible]~~ on the execution to the Sheriff I think ($100) One Hundred Dollars, and later $70.00 all payments were made to the Deputy Sheriff I don't ~~[illegible]~~ the dates ~~of any payment~~ but it was while the Sheriff had the execution in his hands.

Q.4.-- If there were any postponements of the sale of the property levied on under this execution, when the same had been advertised for sale, please state, how often the sale was postponed and who procured it to be done.

A.4.-- There were some two or three postponements of the sale. and all postponements were made and consented to by me at the special instance and request of said John L. Pennington who begged for more time under promise to make full payment. when times of postponements elapsed.

Q.5.-- Marion F.Kirk has filed with his deposition in this case,a paper in these words: "M.F.Kirk, You can release the sale of J.L.Pennington's rules which you have levied under levy in my favor.This August the 19th'95. G.A.Crabtree." Did you execute and deliver such a paper to Mr. Kirk, if so why did you execute it and what was the purpose of its execution?

Ans.5. I never signed or executed any such a paper as is copied in the above question. and I never authorized any other person or persons to sign or execute such a paper for me at any time.

Ques.6.-- Please state whether or not there was a calculation made of your execution against John L.Pennington,M.C.Parsons,George Peters and James Carter,on the day of sale,or intended sale,when the paper above referred to,said to have been executed by you bears date,in which calculation it was ascertained that only a balance of some sixty or sixty five dollars was still due you?

Ans.6. There was no such calculation made & no such balance or any balance found due as no figuring was done whatever

Ques.7. Please state if John L.Pennington or any one for him on that day,to wit,August the 19th 1895,paid you thirty dollars,or any other sum on said execution?

Ans.7. He did not, & no one did for him.

Question 8. State whether or not,you on said date or at any other time, proposed to John L.Pennington that if he would pay you $30.00 on said execution that you would release the property levied on and take him, Pennington for the balance of the debt?

Ans.8. I did not on that day or at any other time.

Ques.9. I see that the commissioner in the case of P.L.Pennington Admr. fc against J.C.Jessee admr. of M.C.Parsons and others,in calculating your execution filed and allowed in said case gives the following credits on said execution,as admitted by your attorney,to wit, Nov.30th 18 1894,$30.00,Decr. 15th 1894,$100.00 and May 13th 1895,$76.00 and $3.50 taxed attorneys fee,are these all the sums that have been paid to you on said execution,if not state what others have been paid and when?

Ans 9. The above are all the sums that have been paid. except $10.00 & $11.00 worth of hogs I got of Pennington about 2 or 3 months before I got his deed.

Ques. 10. State how much is still due you on said execution?.

A.10. About $65.00 and interest.

Q.11. State antyhing else you may know about this transaction?.

Ans11 Nothing else George A. Crabtree

State of Kansas, Butler County, To-wit:
I hereby certify that
The foregoing deposition of George A.Crabtree was taken, sworn to and subscribed by the said George A.Crabtree before me A. L. L. Hamilton, a notary public in and for Butler County Kansas, at the time and place and for the purpose mentioned in the caption. Given under my hand and offic-ial seal this the 12th day of October, 1899

A L L Hamilton ~~N.P.~~

Notary Public
in and for Butler County Kansas
My term will expire on Dec. 31. 1899.

George A. Beatties
vs } Depositions
J. L. Pennington

Recieved by Mail in good condition and filed October 17th 1899.
A. B. Munsey Clerk

"Deposition"

The depositions of L. C. Shelburn, P. B. Cecil, Laura P. Shelburn and others, taken before me A. M. Goins, special Comr, in the cause of R. L. Pennington, Admr. vs. J. C. Jesse and H. J. Russell, Admrs. et al. to be read in behalf of J. P. Shelburn to establish the fact that a note executed by Wm. Pennington to said J. P. Shelburn and assigned by him to M. C. Parsons, was placed in the hands of said Parsons merely for collection and not for valuable consideration.

Present: J. P. Shelburn for himself.
" R. L. Pennington, Atty, and
J. C. Jesse for Russell & Jesse Adms.

L. C. Shelburn, a witness of lawful age being first duly sworn deposes and says:-

Ques 1 By J. P. Shelburn-
I have hand you a note for $200, executed by Wm. Pennington to J. P. Shelburn and payable on or before the 1st day of March 1886, and assigned to M. C. Parsons on the 18th day April 1885.

Please state all you may know in regard to said note, such as the execution, the assignment and the payment.

Ans. I know the fact that J. P. Shelburn held a note of $200 against Wm. Pennington. The firm of Hurst & Shelburn, of which firm I was a member, at one time held said note for collection, but after Wm. Pennington became insolvent, we returned said note to said J. P. Shelburn. After said Wm. Pennington failed in business, it was thought that M. C. Parsons was indebted to him in some sum, and it was proposed by D. S. Litton to J. P. Shelburn to join with him in a suit to try to recover the amount in Parsons's hands, if any. J. P. Shelburn did not accept the proposition to join in the suit, but he went to Parsons and left the note with him for collection. That is, if there should prove to be any thing in Parsons's hands, Parsons

was to pay it to J. P. Shelburne on his note. J. P. Shelburne never received any thing from Parsons for said note. I have heard M. C. Parsons say that he held said note merely for collection for J. P. Shelburne.

I cannot state as to the execution of the identical note you show me, but I think it is the same one that was placed in the hands of Hurst & Shelburne for collection.

X Examined

Ques. 1. By Atty Pennington:—

Did you ever hear Parsons say that he never gave J. P. Shelburne any thing for said note, and that he held it merely for collection, and was only to pay Shelburne for it in the event he had money in his hands going to said Pennington?

Ans. I have in substance heard him make that statement.

And further this deponent saith not.

L. C. Shelburne

C. T. Duncan another witness after being duly sworn deposes & says.

At the April rules 1885 of the Circuit Court of Lee County Mary V Pennington wife of Wm Pennington instituted her suit against W. C. Parsons alleging an interest in the tract of land sold by W. C. Parsons to Wm Pennington and then resold by said Pennington to said Parsons. In this suit I was appointed a commissioner to settle up all dealings between said Parsons and the said Wm Pennington On the 20th day of Jany 1887. I had the parties before me when the matter was compromised by Mr Parsons agreeing to pay Mr Litton the sum of $300.00 This sum as I remember was made up as follows. $200.00 which was in some way sometime before that agreed to be paid, by Mr Parsons to Mr Litton for Mr Pennington. This payment as I understood was on account of $200. which Mr Pennington had paid towards the purchase of said land. The other $100. was paid for assumed to be paid by

John Smith of Harlan who had contracted for said land.
Mr Parsons desired at all times any indebtedness to Mr Pennington and the books accounts and papers filed before me instead Mr Parsons. The note here filed was in no way charged by Mr Parsons to Mr Pennington in that settlement. And I think all their dealings from 1880 up to Jany 1887 was filed before me.
And further this deponent saith not

C. T. Dunson

P. B. Cecil, a witness of lawful age being first duly sworn deposes and says:-
I have heard Parsons talk in regard to the note which J. P. Shelburn held against Wm Pennington. I heard him say that it had been placed in his hand to use as an offset in the event that he was indebted to said Pennington on settlement and that if he used said note as an offset against said Pennington, then he, said Parsons was to pay

said J.P. Shelburn for said note. After the settlement between Parsons and Pennington, I heard Parsons say that he did not owe Pennington any thing. After the settlement between Parsons and Pennington was made, J.P. Shelburn got me to write to Wm. Pennington, who was then in the West, and tried to collect said note, stating to me that he would give me half of whatever I could collect.

And further this deponent saith not.

P.B. Cecil.

W. S. Hurst, a witness of lawful age being duly sworn, says:—

The note you show me, and as described in the question propounded to L.C. Shelburn, is the note that was left with the firm of Hurst + Shelburn for collection, by J.P. Shelburn. We never collected said note, and returned it to said J.P. Shelburn.

Witness claims 50 cts Paid by J.P. Shelburn

And further this deponent saith not.

W. S. Hurst

Laura P. Shelburn, wife of J.P. Shelburn, a witness of lawful age being duly

sworn, deposes and says:

I have seen a receipt executed by M. C. Parsons to J. P. Shelburne for a note of $200. I remember distinctly that said receipt states that said Parsons was to take said note for collection off of Wm. Pennington, and that if he failed to collect said note, it was to be returned to said J. P. Shelburne. If J. P. Shelburne ever received any thing from Parsons, I have no knowledge of it, and I am his wife.

And further this deponent saith not.

Laura P. Shelburne,

J. P. Shelburne, the defendant as to this claim, being a witness of lawful age, deposes and says:

I had a receipt from M. C. Parsons for the said $200 note which I held against said Wm. Pennington, said receipt has been misplaced and after dilligent search I am unable to find same. Said receipt states that said note was placed in the hand of said Parsons for collection off of Wm. Pennington, and if he collected said note, he was to pay me for same, if not

he was to return it. Parsons told me he never collected the note from Pennington, and he never paid me anything for the note. After I failed to collect said note through Parsons, I regarded it as worthless, and simply neglected to lift the note from Parsons. And further this deponent saith not.

G. P. Stallcorn

Virginia, Lee County, to-wit:

I, A. M. Goins, Special Comr. in the case of R. L. Pennington Admr vs H. J. Russell et al, do hereby certify that the foregoing depositions were duly taken under oath after notice, and subscribed before me in my office in the town of Jonesville, and for the purpose of enabling me to ascertain certain enquiries referred to me as a Special Comr. in this cause.

Given under my hand this Oct 10, 1896

A. M. Goins
Special Comr

R. L. Pennington Admr
vs } Depositions.
H. J. Russell et al

Depositions.

R. L. Pennington, Admr., Complt.
vs. } In Chancery.
H. J. Russell et als - - - Defts

* * * * * *

The depositions of M. B. Spencer, and others, taken before me, A. M. Goins, Special Commissioner in the above styled Chancery cause, pursuant to notice hereto affixed, at my office in the town of Jonesville, on the 1st day of Apr., 1896, and subsequent days thereafter by adjournment, to be considered as evidence in the determination of the enquiries referred to me as Special Comr. by decree entered in this cause on the 9th day of March, 1896.

Apr. 4th, 1896 –

Present:-

A. B. Munsey, Guardian Ad Litem for Infant Defendants.
R. L. Pennington, Admr. &c.
C. F. Duncan Atty. for divers creditors:-

M. B. Spencer, a witness of lawful age being first duly sworn, deposes and says:-

Ques. 1, Sometime about the year 1893 or 1894, M. C. Parsons assigned to John L. Pennington a Note which had, on the 10th day of August 1887, been executed to Phoebe Flanary, by A. M. Brown, for the sum of $266.66, and afterwards by a written assignment, dated on the 19th day of February 1894, the said J. L. Pennington, & M. C. Parsons assigned $287.84, of said note to, Henry T. Ferguson, Now please state: what interest if any the said M. C. Parsons, then had, or now has in said note, if any, State all you may know about the matter.

Ans 1. M. C. Parsons had no interest whatever in said notes at the time he made said assignment, nor at any other time, nor has he or his estate any interest at this time.

M. C. Parsons and myself owned a house and lot in the town of Jonesville known as the Timothy Sick property; the Phoeba Flanary heirs held two note against A. M. Brown for $266.66, each.

It was at one time talked of between some of the said Flanary heirs and Parsons and myself that in the event the money was collected from Brown on said notes we (that is Parsons & myself) were to exchange the above named house and lot for the money so realized from the notes. As Mr. Parsons was the uncle of said heirs they got him to look after the collection of said notes, this is the way that said Parsons came to be in the possession of said notes. In the suit against Brown for the collection of said notes by C.E. Flanary Admr. of Phoeba Flanary, Mr. Brown succeeded in getting a credit for $75 as of the date of said notes, and Cowan, McClung & Co. got a prior lien on the mount still due from said Brown for the amt. still due on said notes for something over $200 as I have been informed. The Flanary heirs have

since decided not to take said house and lot, as they failed to realize the money that they were expecting to pay for same.

There were never any written drawn in any way in this matter between Parsons & myself and the Flanary heirs. There was never any assignment of these notes to Parsons that I have ever heard of. My wife is one of the Phoeba Flanary heirs.

We as attys for the admrs & heirs of M. C. Parsons estate hereby reserve, in the absence of the Admrs. a right to make all just exceptions to the foregoing question & the right to place Dr. Spencer upon the stand for Examination. Pennington Bros. Attys.

And further this deponent saith not.

M. D. Spencer

Apr. 30th 1896.

D. D. Hull, a witness of lawful age, introduced on behalf of Nimrod Pollitt, being first

duly sworn, deposes and says:-

1 Please state anything you may know about two notes one for $600. or about that the other for $450.00 or about that sum held by the late M. C. Parsons against Nimrod Poteet, And in this connection please state if the $450.00 note was not given in settlement of the $600 note.

Ans- About Aug. 2-1890, Myself & Nimrod Poteet bought a saw mill from M. C. Parsons and executed our note for $1250.00, I am not sure as to the date of the note. ~~In Oct. after we bought the mill, I sold my interest to Parsons and this left Poteet's part of the note still outstanding against him - subject to some credits which I will mention later.~~ In the Spring or Summer following Poteet sold his interest in the mill to J. K. P. Graham, and Graham refused to make the trade until the mill was released from Parsons lien, which was secured by a deed of trust - and Parsons agreed to release

the lien by Poliet executing to him a note with good security for the balance due, which Poliet did, as I understood from both Poliet and Parsons, with Geo. W. Zion as security.

During the time that Poliet and I had custody of the mill, we let Parsons have a debt on Scott (J. H.) for $161.50, which went as a credit on the original note. I was entitle to one half of this sum, Poliet to the other.

Any matter testified to by the witness which he was a partner with Poliet that transpired between witness & Poliet & Parsons is objected to because witness is incompetent being party in interest. & because one of the parties to the original contract & obligation.

Sumner & Pennington.
for Adams. & c.

2. Have you any interest in the above matter In other words did not you and M. C. Parsons settle in full your part of that transaction and did he not give you a receipt in full for the same. if so please show said

receipt to the commissioner and have him to make and file a copy of the same marked "A" as part of your answer.

Objected to because as above stated he is a party to original contract & his obligation is still outstanding & not a competent to testify about this matter & because the he is asked a conclusion of law & not facts.

Penning, Cornwell
for Adams

Ans I have no interest in the matter at this time, Mr. Parsons and I settled my part of the transaction and I have his receipt for the same, which I now show to the Comm. and herewith file a copy of same marked "A."

3. Now you may state anything else you may know about this saw mill matter.

Ans.= While Poteet and Myself owned the mill we sawed for M. C. Parsons 11920 ft. of lumber at $3.50 per M, amounting to $41.72, of this sum Poteet was entitled to one half.

While we were sawing for Parsons we had to lay over 2 3/4, for

which we were to have by agreement with Parsons from $18 to $20. On the day Parsons and myself settled, we counted up Potteet's credits for these three items, and they amounted to $111.43

4 Do you or not, know that M. C Parsons from 1890, up to the time of his death was dealing with Amrod Potteet at his distillery if so tell all you know about it.

Ans. I have seen him there several times buying whiskey, I do not know whether he was paying for it or not. My understanding was that Parsons was running an acct. with Potteet - that there was there differences between them and that he was getting his whiskey in this way - I heard Parsons say it was this way -

X Ex -

Quest 1. What do you mean by differences between Potteet & Parsons in above question

Ans. I mean the saw-mill and other dealings.

Quest 2. Don't you mean that Potteet was ~~[illegible]~~ indebted to Parsons &c

he was getting the whiskey upon that indebtedness?

Ans. I suppose I mean it in that way. Parsons told me that Poteet owed him and that he was getting the whiskey in that way.

Quest Did you ever hear Nim Poteet say that he was indebted to Parsons.

Ans. I have heard him say he was and I have heard him say he was not. For the last two years I have heard him say he was not indebted to Parsons.

Re-examined

When was it you heard Nimrod Poteet say he was indebted to Parsons.

Witness claims 1 day 50 cts

Ans. About the commencement of the saw-mill dealings. I have not heard him say for the last two years that he was indebted to Parsons.

And further this deponent saith not.

D. D. Stall

Geo. H. Zions, another witness of lawful age, being duly sworn deposes and says:—

1 Are you not the surety of Nimrod Poteet on a note for $450 to M. C. Parsons.

Ans. I am.

1 Please state what said note was given for, if you know?

Ans. It was executed, so M. C. Parsons said, ~~that it was executed~~ for a balance on a saw-mill. Parsons & Poteet both said that Poteet wanted to trade the saw-mill to Mr. Graham and that they wanted me to go Poteet's security on a note for $450, It was my understanding that they wanted the new note with security so as to release the saw-mill from a lien that Parsons held against it.

3 State anything you may know of Parsons buying liquor from Poteet, from 1890 up to his death

Ans. I have been there with him and saw him buy liquor, and I have seen him write orders for whiskey. And further this deponent saith not.

Witness claims one day 50 cts

G. K. P. Graham

J. K. P. Graham a witness of lawful age, being duly sworn, deposes & says:-

1 State anything you may know about the $625.00 note or lien of M. C. Parsons

on a saw Mill, and a $450.00 note
pertaining dealings between M. C. Parsons
and Armond Poliet.

Ans. I traded a half interest in a
still house with Wm Poliet for
a half interest in a saw-mill.
M. C. Parsons held a lien on
said saw mill and I would
not trade with Poliet until
the lien was released. I asked
Parsons if he would take me
for $75 on said Mill and release
Poliet for that amount, if
Poliet would give a note
for the balance on the mill.
He said he would if Poliet
would give him security.
Poliet got G. W. Zion to go his
security and executed a note
as I understood for $450. and
Parsons told me that the
mill was released and
that all I had to do was
to pay the $75. I afterwards
sold my interest in the mill
to Bill Johnson, who assumed
the payment of the $75.
The matter testified to by this witness
is objected to because he disclosed that

he was a party & had an interest in the transaction spoken of & is therefore incompetent, Parsons against whom he testifies being dead.

Pennington & Lovell for Defendants.

2 Please state whether or not Mr Parsons did or did not state to you that when you paid the $75.00, and the note for $450. was executed, that settled Simmons Potts part of said saw Mill,

Ans. That is what he told me,— that it settled his part.

3 State anything you may know about M. G. Parsons getting liquor from Potts.

Ans. I was a half partner in the distillery at the time the saw-mill transaction took place. Potts told me to let Parsons have whiskey whenever he wanted it, that he owed him. I did let Parsons have whiskey whenever he wanted it, both in person and by order. and Potts settled with me for my half. The whiskey was charged to Parsons on the books. I think the acct. was some where between $45 and $50.

Witness claims 2 days. $1.00

at the time I sold out to Poliet, in 1891, in the Spring of that year. The above answer is objected to for incompetency as stated above in regard Saw Mill transaction

Reserving to objector the admission

And further this deponent saith not.

J. P. Gibson

Harvey Cecil, another witness of lawful age being duly sworn deposes and says:—

State anything you may know of liquor purchased by M. C. Parsons from Manuel Poliet,

Ans. Mr. Parsons and I went there at one time (that is to the distillery), and Mr. Parsons told me that Mr. Poliet owed him $5.00, and we would take it up in whiskey. we did take it up. I paid Parsons $3.50 for the whiskey I got and he kept the rest.

Witness claims one day + 4 miles 66 cts

I have been to Poliet's distillery several times with Parsons, when he got whiskey. I never saw him pay any money. It has been going on two years or longer since Parsons and I got the $5 worth of whiskey.

And further this deponent saith not.

his
Harvey × Cecil
mark

L. C. Roop, another witness of lawful age, being duly sworn deposes and says:-

Please state anything you may have heard M. C. Parsons say, in reference to the dealings between himself and Almond Potteet. State when it was, as nearly as you can. Anything concerning the account or matters between Potteet & Parsons this witness is incompetent to testify about because the account & matters here sought to recover on is assigned to Almond Potteet to the witness, L. C. Roop. See assignment on back of account.

D. P. Sewell for Adms.-

Ans. Three or more months before Parsons death, at the Potteet distillery, I heard M. C. Parsons say that he had had the property where Potteet lived, sold for the purpose of keeping the Government from selling ~~the property~~ it. He said in that conversation that he owed Potteet $60 or $65.

Witness claims 2 days $1.00

And further this deponent saith not.

L. C. Roop

Will Potteet another witness, being

First duly sworn, deposes and says:—

I worked for M. C. Parsons during the winter of 1873-4. While I was working for said Parsons he sent me a number of times with his saddlepockets and jugs to Nim Potteet's to get whiskey for him. I did not take any orders but I heard Parsons tell Potteet that whenever his saddlepockets and jugs came there for whiskey to fill them — Parsons told Potteet that whenever I came with the saddlepockets and jugs to let me have the whiskey. This is all the order I ever had.

While I was working for said Parsons as above I heard him say that he (Parsons) had saved Potteet's land. I don't think he said how he saved it — He just made this remark —

I carried a right smart of whiskey I don't know how much.

— X Ex —

Where were you when Parsons told Potteet to let you have whiskey ~~put saddlepockets~~

when you came in it with saddle pockets & jugs. Who was present?

Ans. We were at Poteet's still house — Nim Poteet were present. It was during the time I lived at Parsons.

Ques 2 How came you & Parsons to be over there together?

Ans. I can't tell you —

Do you know whether Parsons paid Poteet for whiskey you speak of or not?

Ans. Nothing that I know of — He never sent any pay by me —

Witness claims 1 day — 50 cts

Are you related to Nim Poteet, if so how?

Ans. I am his son-in-law —

And further this deponent saith not

W. M. his × mark Poteet

D. D. Hall another witness of lawful age, being duly sworn deposes and says! —

Please state anything you may know about sowing by Poteet for Parsons for which, Mr Poteet in his account has charged $3 12.50

Ans. I know nothing about the charges — When I sold my part of the mill

to Parsons, it was then setting at a mill yard to be sawed for Parsons. After that yard was sawed, Parsons & Pollet came and hired me to go and measure the lumber, after getting to the place and seeing how the lumber was situated, we saw we could not tear it down and measure it and stack it back, so we just estimated it. I do not know, or now remember, what the estimation was. The lumber was sawed for Parsons. While Pollet and myself owned the mill, we made the contract with Parsons to saw the lumber, after I sold my half of the mill to Parsons the mill went on and sawed the lumber - We were to have under our contract $350 for sawing the lumber, and 25 cts extra for sticking - I do not know whether the lumber was stuck or not.

This answer is excepted to because ~~Witness discloses~~ that he was a party to the original contract about which he testifies & is therefore incompetent &c -

D. P. Sewell for adverse

Witness claims 1 day ~~50~~ cts

And further this deponent saith not.

D. D. Hall

#

May 8th 1896.

J. D. Pennington a witness of lawful age, introduced on behalf of John L. Pennington, deposes and says:-

Ques 1. State whether or not you ever measured any logs ~~for~~ sold by John L. Penning to M. C. Parsons; and if so, what was the amt. of the lumber thus sold, When and where measured.

Ans. 1 I did measure some logs - The first yard I help to measure was at Wm. A. Parsons - At this set we measured ~~84865~~ 48132 ft. of No. 1 logs; 84865 ft. of No. 2 logs. The second yard I help to measure was on Reed's creek. At this yard I help to measure 26315 ft. of No 1 logs ~~and~~ 32854 ft of No. 2 logs; and 1977 ft. of No. 3 logs. The third set I help to measure was on Pole branch. At this set I help to measure 39559 ft. of No. 1 logs; 37196 ft of

No. 2 logs. At this set there was a lot of logs in the woods that we estimated at from 5 to 6 thousand ft.

The first set was measured in March 1891; the 2nd set was measured in March 1892; and the 3rd set was measured about the last of May 1892.

The above are the only sets that I can remember of measuring that I kept any book of, unless it was the W. R. Johnson set and I gave the tally of that set to John L Pennington.

Ques. 2. State whether or not M. L. Parsons received these logs as measured by you for John L Pennington.

Ans. 2. He did.

Ques. 3. State the price he was to pay for said logs.

Ans. 3. He was to pay $7 per 1000 ft 1st class logs, and $5 per 1000 ft. 2nd class logs. For 3rd class logs he was to pay $4 50/100 per 1000 ft.

Ques 4 Do you know whether John L

Pennington paid James Carmichle anything for measuring ~~the for measuring~~ logs for M. C. Parsons; if so state the amt.

Ans. 4. Carmichael claimed the pay but I do not know who paid it. He claimed that Parsons hired him but he wanted John L. Pennington to pay him.

Ques. 5. How many days did Carmichle measure logs for Parsons ~~at~~ at how much per day.

Ans 5. I do not know.

Ques. 6. Do you know anything about John L. Pennington shaping logs for M. C. Parsons on the Wax yard?

Ans I do.

Ques 7 What work did he do & what was it worth.

Ans. 7 He cleaned of the yard below the logs and rolled the logs down. John L. Pennington and M. C. Parsons agreed upon a price of $25 for this work, and also the fixing a piece of road.

Ques 7 State whether or not John L. Pennington saw any logs in the creek that Parsons had sold to the Fisher, Burnett Lumber Co. If

so, how many feet did he run, and how much was it worth per 1000 ft?

Ans. I know that he run the logs, but I do not know the number of feet. I think this work was reasonably worth 50 cts per 1000 ft.

Cross Examined.

Ques 1 Do you know whether or not the logs you speak of as measured by you, were, sold to Parsons under a written Contract?

Ans. 1. I do not know of any writings.

2 Do you not know that these logs were being sold & delivered to M. C. Parsons, in payment of a large debt, that J. L. Pennington owed to M. C. Parsons at that time?

Ans 2. I do not know that he owed him any debt at that time - unless it was for some corn - I do not know how much -

3 Do you know whether or not as late as Feb. 1894, that M. C. Parsons & John L. Pennington, had a

full & final settlement of all their dealing outside of notes and bonds up to that time—

Ans. I do not.

5. What relation are you to John L. Pennington?

Ans. I do not know — we claim to be brothers.

6. Since the death of M. C. Parsons has not John L. Pennington cut & hauled off of the Mallet land a large quantity of timber, to your saw mill and claimed that you alone should measure the same — and did he not under your measurement ship large quantities of said lumber?

The foregoing question is objected to as irrelevant, and immaterial to this case.

B. H. Sewell
Atty. for J. L. Pennington

Ans 6. Since the death of Parsons there has been some timber cut and hauled off of this land by John L. Pennington to my mill. I do not know how much, but there may have been as much as

50000 ft. He did not claim that I should measure same. He did not under my measurement ship any lumber.

7 Has not John L. Pennington since the death of M. C. Parsons shipped large quantities of lumber, from your saw Mill which was manufactured by you out of the Mallett logs, measured by you, or by you & John L. Pennington, or under your management, and without any agent of Parsons or his representative being present - If you answer you do not know how much give your best estimate?

The above question is objected to because irrelevant and immaterial in this case.

B. H. Sewell.
Atty for Pl

Ans 7 He has not shipped any that I know of.

8 Have you not, manufactured large quantities of lumber out of logs hauled by John L. Pennington to your Mill since

death of M. C. Parsons? State how much as near as you can?

Ans – I have manufactured 50000 ft or more for John L. Pennington since the death of Parsons.

9. Have you not yourself, sold & shipped a considerable quantity, and sold & used much of it yourself? State the amt. if anything. of the lumber above alluded to.

Ans. No; I has not shipped or sold any of it.

10. Do you not know the fact that out of all the lumber cut & hauled from the Mallett land by John L. Pennington, both before & after M. C. Parsons death that J. L. Pennington was to pay M. C Parsons $4. pr ~~M~~ stumpage on said timber?

Ans. I do. I heard the contract between them and it was $4.00 per M ft.

11 How much lumber, log measure has J. L. Pennington, hauled to your mill from the Mallett land,

11 Cut before or since the death of M. C. Parsons, if you answer you do not know give your best estimate?

This question is objected to, and also the above questions and answers as to the timber coming from the Mallett land, and any contract in regard thereto, because irrelevant and immaterial to this case.

B. H. Sewell
Atty. for &c.

Ans. I think there were about 130000 ft. in all.

12 Where did the logs come from I mean what land, did they come off of that you measured spoken of by you in the first part of your Depo. name each set?

Ans. The first set came off of the lands of M. A. Parsons, I reckon - I did not see them loged. I do not know whose land the second or third sets came off of.

13. From 1889, down to the death of M. C. Parsons, do you know of any payments being made by M. C. Parsons, or for him, on this timber measured by you, in money property or anything else?

Ans. I do not now recollect that I do.

14. During the time above alluded to, what was the financial condition of John L. Pennington, was he a man of means & able to run an account of $4166.00 without payment?

Ans. I do not know as to his financial condition during this time - He owned considerable land, but I do not know whether he was able to carry such a debt or not.

15 Don't you know, that for the past five years and for more than two years before M. C. Parsons death which occured Feb. 1895, that John L. Pennington was financially embarrassed with numerous executions returned against him no property found -

The above question and the one preceding it are objected to as irrelevant and immaterial to this case, as the question of insolvency is not in issue, and further it asks for the opinion of a witness. B.H. Sewell
Atty. for &c.

Ans. I do not know that he was financially imbarrassed that long before, but I do know that there was some small judgments collected off of him the winter that Parsons died, and I know of some collected off of him since Parsons died.

Witness claims one day 5 cts

And further this deponent saith not. J. D. Pennington

May 14th, 1896 –
John L. Pennington a witness of lawful age, introduced on behalf of H. J. Morgan assignee of Jas B. Sells, being duly sworn, says:–
In relation to a note bearing date Sept. 14, 1894, for $36, subject to some credits, to which note is signed the ~~name~~ name of M. C. Parsons, by Geo W. Parsons

that he was present on one occasion when the said Jas. B. Sells, or some one of his agents proposed to sell to M. C. Parsons a sulky plow, at which time the said M. C. Parsons referred them to his son, the said Geo. W. Parson, and said to Sells, or his agent, that if his son wanted the sulky plow, to sell it to him and that he would see it paid for, or that he would pay for one or the other assertions he does not now remember which.

And further this deponent saith not.

J. S. Pennington

May 14 1896

S. B. Polk a witness of lawful age, ~~being~~ introduced on behalf of John L. Pennington, being first duly sworn, deposes and says:—

Ques 1. State whether or not you ever heard M. C. Parsons in his lifetime say any

thing about him being indebted to John L. Pennington, and if so, what was it, when, and where was it, and under what circumstances was it said.

Ans. M. C. Parsons, something like a year before his death, in the street near the Court house in Jonesville, told me that he owed J. L. Pennington. He did not say how much. I was wanting to sell Parsons a debt on J. L., and Parsons said he guessed it would be all right, that he owed J. L.

Witness claims 2 days $1.00

X Ex

Ques. 1. Can you repeat what Parsons said in the language that he used with reference to this matter?

Ans. The above is about what he said.

Ques 2. Did Parsons say how much he owed J. L.? or any what?

Ans. 2 He did not.

And further this deponent saith not.

J. B. Porter

W. R. Johnson, a witness of lawful age, being duly sworn deposes and says:

1 Please state anything you may know of the sale and delivery of logs, by John L Pennington to M. C. Parsons in the year 1894. If so please state the amount, as nearly as you can? Give the amount of No's 1 & 2 Logs. This question is excepted to because there is no contract shown, whereby such delivery could be made.

Preliminary Denied.

Ans 1 I know nothing about when the sale of the logs was made by John L. Pennington to M. C. Parsons. I hauled the logs in the latter part of the winter 1894 - said logs were measured in May 1894. The logs measured as follows, on 1st Yard:- No. 1s, 17202 ft; No 2's, 17123 ft.

On 2nd Yard, No. 1s, 55656 ft; No. 2s, 19983 ft.

The above are all the logs that I hauled.

I saw Parsons after the fore-

going measurements were made and he seemed to be very well pleased with it.

A. B. Johnson hauled some logs to the set first above named before I began hauling. I do not know how much he hauled.

2 Give me your best estimate of the amount hauled by A.B. Johnson to this yard.

Ans. I think something near 25000 ft. If not damaged by the sap too bad about half of this would have been 1st class.

3 Study the matter carefully and see if you cannot designate the yard, numbers.

I do not remember them by numbers. I can designate the places. One of them was the yard right above where Alex Allen lived; the other was just above where Jack Parsons lived and both were on the W A Parsons land as I understand.

4 Do you know what Mr Parsons was to pay Mr Pennington for said No 1 & No 2. Logs.

Ans I never heard Parsons say what he was to pay.

X. Examination.

1 Do you know how much lumber Pennington was to deliver to Parsons under the Contract and how much was be deliver pr year, pr week or pr month?

Ans. I do not know any thing about that.

2 Can you tell whether the Contract under which you measured the logs referred to by you was in writing or not?

Ans I cannot.

3 Do you know of Mr. C. Parsons at or about that time, paying to J. L. Pennington anything on this Contract, or letting him have any money or property of any kind on account?

Ans. I know that along about that time John L. Pennington was getting some corn from Parsons which he let me have.

4 State the time and the amount of corn that you thus received and its fair market value pr. bu.?

Ans. I got the corn in the Spring and Summer of 1894 - I think this is correct. I only know I got some corn, but how much I do not know. I can't state how much the corn was worth per bushel.

5. How much did your hauling bill amount to on these Parsons logs? delivered by Pennington who paid it and when paid, if you answer you do not know, give your best estimate and I ask you to tell each & every fact that you know about they matter?

Ans. The hauling bill amounted to $354.14. Pennington paid this amount - the corn above referred to was a part of it. A part of the balance was paid in orders to Wm Pennington's store. J. L. Pennington paid some little judgments that was against me.

I also got $13 worth of chief oats from Pennington delivered to me by Parsons. There was also a $20 note held by Parsons against me which he Parsons let Pennington have

I got some threshed oats from Parsons amounting to about $8. This was counted out on settlement between me and Pennington.

6 Give the month and year as near & accurately as you can on which you made said measurement?

Ans. Objected to because the witness has already given it

Duncan for Pennington

Ans. In May or June 1894.

7 Was either one of the sets measured by you named on Reed Creek?

Ans It was not.

8 Was either one of them so measured by you on Wm A. Parson's land?

Objected to because witness has already stated that both sets were on the W A Parsons land.

Duncan

Ans Both were, as I understand.

9. Was any of the logs measured by you on Cut Branch in the Packet?

Ans They were not. They were

in what is known as Mellis Cove.

10 Was there not a set measured known as the W.R. Johnson set measured by J. D. Pennington?

Ans. There was.

11 You say you hauled, the logs measured by you the latter part of the winter 1894, when was you paid for then hauling?

Ans. Right along that Spring and Summer.

12 Did you, do all the hauling before you was paid any?

Ans. I expect I got some of the pay along as I was doing the hauling.

13 What was J. L. Pennington's financial condition during the winter & Spring of 1894, was he able to pay out the sum of money he paid you and run an account of $4000. or more?

Ans. I cannot say as to that.

13 You answer you can not say, now do you not know the fact that you did not and would not trust him for the pay, and that it was your agreement with him

that Parsons was to pay you from time to time, as the work was done, and did not Parsons agree with you to see that you was paid?

Ans He did not.– John Q. Pennington is the man I had the deal with.

14. Did you ever inform Parsons that you was doing the work for Pennington?

Ans. I don't know that I did.

15 Was the logs you measured, being delivered to Parson under the same Contract that the logs measured before by J. D. Pennington was?

Ans. My understanding was that they were all going in the same contract,

16 You had a considerable log & lumber Contract with Mr Parsons your self did you not & which you claim is still unsettled?

Objected to as immaterial and incurious,

Dunnan for Pennington

Ans Yes; Sir. I had and I claim it

is still unsettled

17 Do you not rely upon J. L. Pennington as a witness in the settlement of your contract and have not you & said Pennington conferred together frequently since Parsons' death about these matters?

Ans. I don't rely on him as a witness and I have not conferred with him in the matter. He may have had some talk about Parsons' business. —

18 Was Parsons present, when you made the measurement spoken of by you was made?

Ans. No, sir.

19 Do you know that these logs were ever delivered to Parsons or received by him?

Ans. I do.

20 You know that each & every one of them were so delivered - then tell when they were so delivered who else was present & all about it?

Ans. I do not know that every log was delivered up, but I know that

what was on the yards was delivered up to Parsons. My boys helped to haul some of the lumber to the Railroad and Parsons paid me for it.

21 Who sawed this lumber for Parsons?

Ans Jim Carmichael sawed a part of it, and Bob Owens a part.

22 Where saw mill did the work?

Ans. A mill claimed by Jim Carmichael afterwards it fell into the hands of A Johnson.

Re-examined

How many oils were there on the W A Parsons land

Ans. Three, and another in the bottom just above Jim Parson's. I do not know whose land it was on. This is the set spoken of by J. D. Pennington as measured by him as the W. R. Johnson logs

Witness claims two days & 10 miles

$1.40

2. Were these W. R. Johnson, logs the same as the logs measured by you. up at Miller's corn

Ans. They were not.

And further this deponent saith.

Wm R Johnston

M. R. Kirk another witness of lawful age being duly sworn deposes and says:-

1 If you ever heard M. C. Parsons say anything, about the indebtedness of himself to J. L. Pennington please state what he said?

Ans. Something like two years ago I had several ~~executions~~ executions against John L. Pennington and was pressing him for some money, Mr. Pennington, Mr. Parsons and I met up one day and we raised a conversation about Mr. Pennington paying me some money. Parsons asked me to hold up until the next court - He said he was owing Pennington some money but did not have it ~~then~~ then.

This is about all I know.

1 What was the amount that Parsons said he owed?

A He never said.

2 What was the amount of the executions you held against Pennington give your best estimate?

Ans Something between four and five hundred dollars.

3 Was the amount of the executions mentioned in Parsons presence?

Ans Not that I remember.

4 Was these executions afterwards paid if & by whom?

Ans. They were paid by John L and J.D. Pennington — that is the most of them

5 Who were these executions in favor of?

Ans. One of them was in favor of G. A. Crabtree. I do not remember as to the others.

6 Were they paid the next court after the meeting you speak of if not how long afterwards?

Ans. The money was not all paid at the next court — I cannot state that any of it was paid at the next court — The money was paid to me by installments of about $100 each.

7 Was not M. C. Parsons security in the execution you speak of as the G. A. Crabtree execution?

Ans. He was, on the forth coming bond,

Quest 8 Was this conversation, before the execution issued on the bond or afterwards?

Ans I think it was afterwards.

9 Please fix the time of the conversation as near as you can?

Ans. I think it was in the fall of 1894.

10 Was you a deputy sheriff at the time?

Ans. I was — I was deputy sheriff of the County from July 1st 1891 to July 1, 1895.

During the time you was such deputy, what was the financial condition of John L. Pennington could he pay promptly, or was it not a fact that his main reliance for means to pay his debts was the money he realized on his lumber contract with Mr. C. Parsons?

Ans. The first two or three years of my term he paid me a right smart money and was tolerably punctual — The latter part he was pretty hard up as it seemed.

I think his main source was

from the lumber, but I know nothing of the contract.

My information was that he had other contracts with other persons.

11 Do you not live in the same neighborhood with J. L. Pennington, if you answer yes state whether, or not he was able financially to run an account of $4000 on without requiring payment on the same from 1891, down to 1895—?

Witness claims two days + 8 miles— $1.32

Ans. I live in the same neighborhood about 4 or 5 miles from Pennington. As to the second part of the question, I do not know.

And further this deponent saith not.

M K. Kirk

During the examination of the last witness, the Creditor, by his Counsel admitted as is shown by the affidavit on the account, that there are just a proper credit known to him, the Claimant as said account not given — And thereupon the administrators by their Counsel moved the Court, to require the

said Credit to be given, and affidavit made as to the fairness of the settlement and prayed the Court to pass upon said motion. May 16th 1896.

Prudence V. Russell.

The counsel for J. L. Pennington did not has not, and does not admit any thing that is not shown in the affidavit made on said account, namely, that that said account is subject to credits which are or should be in the hands of the Administrator of M. C. Parsons. The contract in reference to said logs heretofore proved is in writing, in the hands of C A Russell who was selected by said Parsons, & Pennington to hold the same, this contract will be filed as soon as Mr. Russell can be put on the stand. It is not the duty of Mr. Pennington to furnish the Administrators with evidence, they the Admrs. admit nothing but require everything to be proved, If they desire to do so, they can put Mr. Pennington, on the stand. If they do not desire to put him on the stand we offer him as a witness subject to cross-exam

motion, if not objected to.

Lawson & Hyatt & B. H. Sewell
Attys. for J. L. Pennington

We have been furnished with all the evidences of credit on this lumber contract, that the admy can find in the papers but have no receipts or evidences of credit, on this contract other than a paper which tends to show a full settlement under our construction, but Mr Pennington is not a competent witness. The motion is made under the practice that a claimant as matter of good faith to the Court ~~on the principal~~ that a man should not be permitted to collect an account which he knows is paid notwithstanding the payment can not be proven.

Pickenson & Sewell

By Comr.

See Report of Comr. submitted to Court.

See Decree of Court entered June 2, 1896.

John P. Hughes a witness of lawful age being first duly sworn, deposes and says:-

Do you know anything of a sale of oxen by J. L. Pennington to M. C. Parsons, if so state the number, sold the price paid and the time when it occurred

Ans. I think it was 1892, Mr Parsons bought 5 head of oxen from John L Pennington at the price of $165 00/100. It was in the Spring of 1892, about May I think.

Cross examined.

1 Did Mr Parsons pay down for them?

Ans I do not know.

2 was there any note executed on time fixed for payment?

Ans Not that I know of.

3 Do you not know, that at that time J. L. Pennington owed M. C. Parsons a large debt $3000. or more?

Ans. I did not know any thing about it.

4 Where was this trade made and the oxen delivered?

Ans At my house, in the pocket.

5. What did Parsons do with the oxen?

Ans. He took them away.

6 At the time this trade was made, was not John L. Pennington then engaged, hauling logs for, M. C. Parsons on a Contract between them?

Witness claims one day + 4 mo. 66 cts Paid by John L. Pennington

Ans. He was hauling logs, I do not know for whom.

And further this deponent saith not

J. D. Hughes

May 21, 1896.

Geo. W. Parsons a witness of lawful age, introduced on

behalf of H. J. Morgan, assignee of J. B. Sells, being first duly sworn deposes and says:

I have just been shown a note dated Sept 14, 1894, due Oct 1, 1895, for $36, credited by $12, to J. B. Sells, to which note is signed the name of M. C. Parsons by Geo. H. Parsons.

This note was executed for the purchase price of a sulky plow bought by me from J. B. Sells by direction of my father the said M. C. Parsons, and the credits endorsed thereon were for my services in travelling with said Sells or his agent in making sales of the plows in the country. After purchasing said plows, I told my father about it and he directed me that if they should call on him for a note when he was not at home for me to sign his name to a note for the purchase price. I did sign his name to a note by myself and at a subsequent time I told

my father that I had executed the note for him, and he said it was all right.

I received the plow for myself. The plow was bought for me, and was sold at ~~I received the~~ ~~it~~ the sale of my fathers estate as his property and the administrators did or are to receive the benefit of it. The plow sold for $16.00 at the sale. After my fathers death I had no use for the plow and I gave my consent for the admrs. to sell it which they did with the result above stated.

And further this deponent saith not. G. W. Parsons.

Virginia Lee County, to wit:

I, A. M. Gains, Special Comr. in the above styled case, do hereby certify that the foregoing depositions were duly taken under oath after notice, and subscribed before me in my office in the town of Jonesville and for the purpose of enabling me to ascertain certain enquiries referred to me as Special Comr in this cause. Given under my hand this Oct. 10 1876. A. M. Gains

Special Comr.

Filed Permanently
Depositions
H. G. Russell Clerk

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

For Pltf.

R.L.Pennington, Admr.)
vs.) IN CHANCERY.
H.J.Russell and J.C.Jossee, Admrs. et al.)

The deposition of G.W.Garret, a witness introducer by Nimrod Potéet, in support of a claim presented against the estate of M.C. Parsons, deceased, by the said Poteet.

Present: C.T.Duncan, Atty. for said Potéet;
D.C.Sewell and R.L.Pennington, Attys. for said Admrs.

G.W.Garrett a witness of lawful age being duly sworn deposes and says:-

Ques. 1. Where were you and what were you doing from about the 15th of June, 1891, upto about the June 1st, 1893?

Ans. 1. I was Store-keeper at the distillery of Nimrod Poteet, and staying there at that time.

Ques. 2. I now hand you two books which purport to be account books kept at Mr.Poteet's distillery, and I ask you to look at p.25,32,44 on the paper bound book,marked "A", and on p.7+17,18 of the cloth bound book, marked "B", and state if any of those charges are in you hand writing; and if you answer that they are, state which ones.

Ans. 2. On page 25, beginning with the charge June 15th, and down to the bottom, is all in my hand writing. All of page 32 is in my hand; so also is all of page 44,of the paper bound book. All of page 7,and page 8,and page 17, down to the charge made as of May 16, in the cloth bound book, marked "B", are in my hand writing.

Ques. 3. Please state how you come to make these charges, and any thing you may know about the getting of liquor at that distillery by Mr.M.C.Parsons.

Ans. 3. Mr.Poteet got me to keep his books for him all the time I stayed at the distillery. Some times in the absence of Mr.Poteet I would let Mr. Parsons have the whiskey myself; at other times Mr. Poteet would report to me at night and I would set down the items as he would give them out.

Ques. 4. Were these books which I have shown to you kept in the regular course of Mr.Poteet's business?

Ans. 4. They were.

X EXAMINE.

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

Ques. 1. Do you know whether the items charged against M.C.Parsons were actually gotten by him,or on his order?

Ans. 1. I don't know that they all were, but I know some of them were.

Ques. 2. Supposing they were gotten, do you know whether or not they have been paid for?

Ans. 2. I do not know; they were not paid at the time I let him have the whiskey. There are several credits on the book in my hand writing,which were give in to me by Mr.Poteet just as he did the charges. I never let Mr.Parsons have very much of the liquor, though I was present when he got a good deal of it. I suppose the several dates of the charges are proper.

I think I hear Nim say that he owed Cecil some boot on a horse trade about this time, the amount I do not remember.

Ques. 3. In the cloth bound book, on page 17, at the foot of the page, take said book, it refers to page 28, see if the said page is missing,or in said book.

Ans 3. The page is missing; so also are pp from 26 to 33. The note of transfer on page 17,to 28 is not in my hand writing, but I think it is in Minter Johnson's or Sam Graham's both of whom were also store-keepers at Mr.Poteet's distillery.

And further this deponent saith not.

Witness claims one day, 50 cts
Mileage 10 mi 40
.90

G W Garrett

The above depositions were taken before me in my office on the 26th day of Oct, 1897.

A. M. Goins,
Special Comr

The deposition of William Potter.
a witness introduced by Nimrod Potter
for the purpose of proving an account
presented against the estate of M. C.
Parsons deceased. Taken on the 2nd
day of Sept 1896.
William Potter a witness of lawful age
being duly sworn deposes and says:
Ques 1. State anything you may know
of the purchase of liquor by the late
M. C. Parsons from Nimrod Potter.
Ans. 1. I know that Mr. Parsons got whiskey
there during the several years
which my father ran the distil-
lery, up to the death of the said
Parsons, and that he paid nothing
for it as he got it.
2 ques. Can you give some idea of the
amount he got. if so please do so?
Ans. 2. I cannot tell exactly, how much
he got — some weeks he would
get a gallon a week, sometimes
two gallons a weeks
3 ques. Do you know anything of your
father, Nimrod Potter, furnishing
M. C. Parsons with money, to pay on
any debt, for which he was surety for
your father if so state the amount and
what debt. it was on?

Ans 3. Mr. Parsons told my father that he had to have some money on a debt on which he, Parsons, was surety for my father - they called it the Bank debt. I think it was the Morgan Deed of Trust debt. My father sent me to Big Stone Gap to Alie Collier's and I got $75, which I gave to my father the night I came back, and my father gave it to Parsons on the next morning, I saw him give him the money the next morning.

4 Question, State as nearly as you can when this was.

Ans 4. I cannot state exactly, but I think it has been two years this fall.

X. Ex.

1 During this time, and at the time you say you got the money, at Big Stone Gap, did not Mr. Parsons hold a deed of trust on your father's horses and land at the forks of the river where the still was.

Ans. I do not know.

2 After this was not your father

house & lot sold under a deed of trust for a debt due Parsons and did he not purchase it?

Ans. I think it was. And Tucker Hace purchased it in.

3 Give the date, month & year as near as you can that got the money at Big Stone Gap?

Ans. It was the last of Sept. or the first of Oct. two years ago this coming fall.

4 How came you to get the money at Big Stone Gap what was it for?

Ans. It was owing to my father from Alex Collier - I got it from his clerk. I gave no receipt for it. it was paid on an open acct.

5. I notice you say Parsons did not pay for the whiskey as he got it do you know whether or not he afterwards did so?

Ans. I do not know whether he did afterwards or not.

6 What was Parsons financial standing at that time, was he not a man of means able & prompt to pay when he owed?

Ans. He was able to pay, and prompt so far as I kn

7 Did he get the liquor before you went to the gap for the money or afterwards?

Ans. Before and afterwards - He got it off and on as long as whiskey was left there.

8 Can you explain how it was if Parsons owed your father the money for the whiskey at the time he called on him, your father for the $75, why it was that your father did not make Parsons pay his own account?

Ans. I cannot tell why it was.

9 Did your father call on him Parsons, to pay his Parsons account?

Ans. He did not.

10 What was your father financial condition then, was he pressed for money or easy in money matters?

Ans. ~~I do not~~

He was needing money at that time, all he could get.

11 Do you know of any settlement ever having been made between your father & Mr Parsons about

these matters?

Ans. I know of nothing only a mill settlement.

" Was this $75-00 to be paid on a debt your father owed & for which Parsons was security?

Ans. It was - that is, I heard Parsons tell my father that he had to have some money to pay on a note as he (Parsons) did not have the money himself.

Re-Ex.

Ques. 1. What mill settlement do you refer to - State all about that?

Ans. It was a saw-mill matter. The saw mill set in the Packet. Squire McKee made the settlement between M. Z. Parsons and my father, who were then in partnership, and the sawing was done for M. C. Parsons. The part of each of them as I understood from the settlement was $312.50, though I am not certain about this.

Witness claims 2 days $1-00

And further this deponent saith not.

W. R. his x mark Poteet

M. Z. Parsons, another witness of lawful age introduced on behalf of Wm Poteet

duly sworn, deposes and says:-

Ques 1 Please state what amt. if any, of sawing you and Wm Patet did for M.C. Parsons, when it was, where it was, how settlement was made, and all about it.

Ans. 1. I do not recollect the amt. of feet we sawed, though the sawing amounted to $312 for each Patet and myself. This sawing was done in the Pocket, in the year 1891 I believe it was. We settled over at Mr. Patet's and Mr. McNiel settled for us, and M.C. Parsons was there at the time of the settlement and assisted in the settlement. M.C. Parsons was to pay my expenses in the sawing and Patet was to pay his own. I do not know how Parsons (M.C.) and Patet settled the $312. M.C. Parsons paid me my part on the settlement.

X. Ex.

1 Do you know anything about the way in which Patet & Parsen settled this matter?

Ans. I do not.

2 At the time of this settlement how much did Patet owe Parsons on the saw-mill matter?

Ans 2. I do not know — have no idea.

3 Between whom was the settlement made of which you speak?

Ans 3 Betwixt me and Patet and Parsons.

3 If I understand you, there was no settlement made in your presence between Parsons & Patet

Ans. Patet and I were partners in the saw-mill, and there was due to each of us from M. C. Parsons $312.50.

4 Give the date of this settlement as near as you can and if you have any memoranda of the settlement please file it?

Ans. I have no memoranda — It was some time in the latter part of the fall or summer of 1891.

5 Was this before or after Patet commenced distilling?

Ans It was after he commenced.

6 About this time was M. C. Parsons a man of means able & prompt to pay his debts

Ans. Yes sir; so far as I know he was.

7 Mr Patet you say was your partner, was he man of means, or a man in moderate circumstance, minding his means, to live upon?

Ans He was in moderate circumstance, I suppose.

8 Is it not a fact that he way thenever since has been hard pressed for money, and now totally insolvent?

Ans. I do not know as to that at the time of the saving, but he has since failed.

Witness claims 50 cts

And further this deponent saith not.

Witness 1 day. 50

M. G. Parsons

It is admitted that at the time this settlement of which the above witness speaks was made that Amorad Patet was indebted to M. G. Parsons for the mill rent in a saw Mill which he and ~~and~~ D Hull had purchased from said Parsons, and that this saving was to go on said saw Mill debt. The said Parsons has or held a note for the same.

Duncan & Hyatt
for Patet

A. M. Brown, another witness of lawful age introduced by Nim Poteet being first duly sworn, deposes and says:

Ques. 1. Did you ever buy any mules from Nimrod Poteet? If so, to whom did you pay the purchase price?

Ans. I bought a pair of mules from Poteet and M. C. Parsons together. The mules were Poteet's — Parsons had a deed of trust on the mules. I paid Parsons for the mules $225. Parsons released the deed of trust as to the mules.

Cross Examined.

1 Was the payment made by you to Parsons to be credited on the deed of trust?

Ans. I do not know as to that. I paid Parsons for the mules, and he released the deed of trust to that extent. I paid Parsons in two $100 notes, executed to me by John and Wm. Pennington, and $25 in other ways.

Witness' claim 50 cts

And further this deponent saith not.

A. M. Brown

A. C. McNeil, Sr., a witness of lawful age being first duly sworn deposes

and says:-

Ques 1 I now show you one of the books of Nim Poliet, and ask you to look at page 28 and state in whose hand writing the items are that are charged to Cicil Parsons.

Ans. 1. The charges are in my hand writing down to and including the item of "1½ gal & ½ pt, $3.15," under date of June 15, 1891.

Ques 2. Please state what you were doing at Poliet's distillery at that time.

Ans 2. I was there as U.S. store keeper and ganger.

Ques. 3. Now please state how you come to make these charges.

Ans. 3. I made them as a rule from Nim's statement, but often I saw Mr Parsons there getting liquor. Nim seemed to be very particular in keeping the liquor sold on credit charged up. Parsons came there one day and he and Poliet called on me to make a settlement between them; which I did. This settlement had something I think to do with and engine and

boiler and the liquor acct. To my best recollection I do not think there was much difference between, and I do not now recollect in whose favor. Some time back Nim was talking to me about having me as a witness and I then said to him that I could not tell definitely about the settlement unless I could see the papers. Nim said he had them (the papers of the settlement). This settlement was a short time before I left Palestine I think in June, 1891.

X. Ex.

Can you state that the items charged by you on said page are correct, that is that the items as charge were actually gotten by Parsons

Ans I cannot state that I know they were all gotten by Parsons. Nim would report to me, and I would frequently see Parsons there getting liquor.

Do you know whether said liquor was paid for or not.

Ans. I do not know any thing about the pay. I never saw any money passed.

Witness claims one day 50 cts

And further this deponent saith not.

A. C. McNeil.

Virginia Lee County, to-wit:

I, A M Gouin, Special Comr. in the case of R. L. Pennington Admr vs H. J. Russell et al, do hereby certify that the foregoing depositions were duly taken under oath after notice, and subscribed before me in my office in the town of Jonesville, and for the purpose of enabling me to ascertain certain enquiries referred to therein & special Commr in said cause. Given under my hand, this Oct 10, 1890.

A. M. Gouin.
Special Comr.

R. L. Pennington Admr
vs
Depositions
H. J. Russell et al

Received

Aug 10 1849

from myself as Comr in the case of myself Adr vs
M. C. Parsons & Ext

Two Hundred & Two & 71/100 Dollars

for balance claim of Martin Collier Est. against
of R. F. Woods.

$202.71

Robt R. Cummings Exr of
the Est of Martin Collier Est

To the Hon.H.A.W.Skeen,judge of the circuit court [illegible] county of [illegible];

Your undersigned special commissioner [illegible] leave to report that in the chancery cause of R.L.Pennington adm. vs, J.C.Jessee adm,et al, in which he is acting for the sale of certain real estate, that the [illegible] sale made to G.H.Hyden,and this day confirmed by the order of your honors court,the said G.H.Hyden [illegible] the balance of the purchase money,$77.62, upon this sale the said Hyden had already paid the sum of $200. 00 as heretofore reported,and there was in your comr. hands $48.87, out of cash received on the sale to H.T.Parsons, making a total of $321.59,in hands for distribution, which was ordered to be distributed to such creditors as had claims unpaid, and your comr acting with Mr.J.C.Jessee has applied the same as follows,

To R.L.Pennington,Esq,of Martin colliers estate,	$209.71
To Nelle G.Mackhart,Nee Flannery,	85.00
To Francis Shields,	28.00
	321.59

Yourcomr. was directed to return the money paid by H.H.Hyden, which your commissioner has done,together with this note that he executed.

Respectfully submitted,

Robt L Pennington

SPECIAL COMMISSIONER

Addenda:

[illegible] $12.75. [illegible]

In . Kennedy — Admr.

E. T. [illegible] of
Testamentary.

Geo. [illegible] Admr.

Filed [illegible] 10, 1859
A. B. Murray Clerk

Mr. W. T. Pennington Ser. P. L. Pennington admr vs. J. C. Jones et al

Jonesville District. No. 3.

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P 2 } No. L 27 1899	Val.	State Tax 30 cts. on $100	St'e schl tax 10 cts on $100	Co. Levy 25 cts. on $100	Road Tax 30 cts. on $100	Co. sch'l tax 10 cts on $100	Dis Schl tax 10 cts on $100	TOTAL AMT. OF TAXES.
Head Tax	0	$1.00		50				$1.50
Per. Prop.	1 15	3 6	1 7	4 6	3 5	1 9	1 9	2 15
No. Tracts								
Acres								
Lots								
TOTAL								2 15
5 per cent pen'ty								

Nov 5 1899 Received Payment W E Wyson D. Treasurer.

To the Hon. E. A. Wilson, Judge of the circuit court for Lee county;

Your undersigned special commissioner in the chancery cause of H. L. Pennington., Adm'r. vs. J. C. Jessee, Admr, et al, begs leave to report that in pursuance to an order entered in said cause at the March term, 1899, of the said court, your said commissioner was directed to [illegible] said, [illegible] and that in this cause, upon the upset bid of [illegible] said after having [illegible] according to said [illegible] your said commissioner [illegible] at the front door of the court house on the 1st day of April, 1899, to wit said sale at public outcry to the highest bidder in the terms mentioned in said decree and after crying said sale for a long time, G. H. Hyden gave the highest and best bid and said land was knocked off to the said [illegible] $800.00, upon which said purchase the said [illegible] your commissioner $800.00 each [illegible] not $ [illegible] on $97.50 each, due in one and two years [illegible] on said notes, however, your commissioner thinks the notes [illegible] the retention of title. As will be seen by the decree in this cause your commissioner was directed to receive private bids, so after the sale made to the said Lyden, to wit on the 10th day of May, 1899, F. H. Ky [illegible] offered your commissioner an other bid on said property of $800.00 [illegible] your commissioner on that day, $25.00 cash and executed his note with [illegible] days time for $97.50 each, and on July 17, 1899, did the [illegible] said note [illegible] time to $48.87 which is in your commissioner's hands.

Upon the sale heretofore reported to have been made to H. L. Parsons, your commissioner received the whole of said purchase price on the 15th day of May, 1899, amounting to $46.12, which is also in your commissioner's hands. Less the costs charges vs the funds, of $2.15, & files here the Parsons receipt This purchaser is entitled to a deed for the said property so sold to him

Respectfully Submitted,

Oct 30, 1899

Robt L. Pennington. Com'r.

Filed Oct. 20, 1[illegible].

A B Murray

R. L. Pennington Admr. Comp

v.s.

J. C. Jones Admr. &c Defts

To the Hon H. A. M. Shum, Judge of the Circuit Court for Lee Co Va:—

The undersigned Special Comr, in the above styled chancery causes begs leave to report that, in the above styled cause he sold to M. B. Spencer a certain lot of land for which he executed 2 notes on Dec. 19, 1898 for the sum of 700.00 each due in 1 & 2 years from date, one of said notes has become lost & remains unpaid. A. M. Yoder is surety on said notes. Your comr asks a rule against said purchaser & his surety.

Robt L Pennington
Comr

March 15, 1900

P. L. Remington

vs } Report of Comr.

J. le Jeune - et al

R. L. Pennington Admr. Complt.

vs. In Chancery

Russell & Jane Adams, et al Defts.

Your undersigned Special Comr begs leave to report that M. B. Spencer has completed the purchase made by him in this cause by the payment of the money due by him & who is now entitled to a deed for the land purchased by him.

On this sale your Comr collected on the notes executed by M. B. Spencer as follows.

Nov 19, 1900 - less tax paid -		71.00
June 7th 1901.		78.40

Your Comr has paid as follows. of this

Nov 9, 1900. to J. C. Jane Admr	71.00	
June 7, 1901 Estimated for tax due	2.00	
" Paid Pennington Bros. atty for J. C. Jane Admr.	76.40	
	149.40	149.40

Respectfully submitted.

Robt L. Pennington Comr.

P. L. Pennington Adm'r

vs

Report

J. P. Jane et al

Filed June 8th, 1901.

A B Munsey Clerk

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

COMMISSIONER'S REPORT.

R.L.Pennington, Admr., ... Compl't

vs. IN CHANCERY.

H.J.Russell et al, ... Defts.

To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Special Commissioner, appointed by a decree entered in the above styled cause at the March term, 1896, after having given notice of the time and place of his sitting to the parties in interest, as will appear from a copy of the notice hereto annexed marked "N", proceded on the 1st day of April, 1896, and on subsequent days thereafter, by adjournment from day to day and time to time, to comply with the requirements of said decree. And by repeated efforts and labor on the part of your Commissioner from April 1st, 1896, up to the present, he is at last enabled to submit this his report and statement in response to the enquiries and matters refered to him for investigation.

Your Commissioner is directed by said decree of March term,1896, to ascertain and report upon the following points:-

1st. To take, state and audit the Administration account of Russell and Jessee, Administrators of the estate of M.C.Parsons, dec'd, charging them with what did, or what should have come into their hands as said administrators, giving them credit for all proper disbursements, and ascertain what balance is still in their hands.

2nd. To ascertain what indebtness existed against said Parsons at the time of his death, and that is still outstanding.

3rd. To report the condition of the real estate set out by the Complainant in his bill; whether there are any specific liens against any of it, and if so, how much and to whom due.

In order to make this report as brief and clear as possible, your Commissioner will take up the three foregoing divisions seriatim, as above arranged:

1st. As to the administration account of Russell and Jessee, Admrs. Your Commissioner files herewith as part of this report a statement marked "R & J", which is a full and complete itemized account of the dealings of said Administrators with said estate from the date of their qualification, Feb. 20, 1895, up to Oct. 1, 1896, as appears from their books and from the facts as your commissioner has been enabled to gath-

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

er them. It will be seen from said statement, that there went into the hands of said administrators during the first year $9000.53; that they paid out during the first year $10345.79; and that the balance at the close of the year in their favor was $1344.66. It will be further seen that for that part of the second year included in said statement, said administrators received the sum of $2610.97; that they paid out during the same time $3708.78; and that the balance on the second year's settlement in their favor is $1087.81. It will be seen that the balance of $1344.66, due the administrators at the close of the first year, is made a charge in their favor and against the estate at the beginning of the second year. So that $1087.81, is the total balance due said administrators on this settlement.

It will be seen from said statement, that before striking the balance on each years settlement, your commissionr has included the commission of the administrators on the receipts of the respective year, and that the rate allowed by your commissioner is that of 10%, on the actual receipts. It may seem to the Court that 10% is an unusually high rate to allow in estates of this magnitude. Your commissioner is aware that 5%, on actual receipts, is the usual rate allowed by the Courts; but the principle of law is, that the allowance shall be a fair remuneration for the fiduciary's trouble, risk and responcibility. Your commissioner, therefore, being guided by this principle of law, and by precedents which have allowed as high as 10% where the debts were small and numerous and the fiduciary was subjected to great and unusual trouble, as has been the case with these administrators, has thought it just and proper to allow this rate to them, and he recommends to the Court that this allowance be confirmed. The large bulk of papers and evidence submitted along with this report only gives a bird's eye view of the vast amount of labor and trouble to which these administrators have been subjected to since their qualification. One litigation has followed another, and the administrators have been forced to work and ride almost incessantly to save the estate from being consumed by unjust and spurious claims, most of which they have succeeded in defeating.

Your Commissioner files herewith, as part hereof, statement "S", which is an inventory of the notes regarded as solvent, in the hands of said administrators, with interest calculated thereon up to Nov. 1, 1896. This statement shows the value of the notes &c. in the hands of the administrators, as of Nov. 1, 1896, to be $12480.61. But of the notes listed in this statement several of them are not yet due, and

will not be for some years yet to come. For example, the principal debt in said list, that against Henry Nicol for $10,000, is payable in annual installments of $1100 each, beginning with Dec. 1, 1896. So that it will be seen that after deducting the Nicol debt of $10,000, the notes against R.H.Sage of $741.02, the notes against H.E.Graham of $336.00, and the note against C.E.Johnson et al. of $615.36, all amounting in the aggregate to $11282.38, and none of which are yet due, and after the administrators pay themselves the sum of $1087.81, to which they are entitled first of any, there will only remain in their hands, as of Nov. 1,1896, $110.42, available funds to pay on the debts against the estate.

There is one note reported in statement "D", filed herewith, which is against W.R.Clawson, Dec'd, amounting to $193.09, as of Nov. 1,1896. This note the administrators report as a doubtful note, and your commissioner thinks it very doubtful, if not totally insolvent, being against a man who is dead, leaving only a very small piece of poor land, which is encumbered with a deed of trust large enough to consume the whole of it.

2nd. As to the indebtedness against the estate &c. Your commissioner files ~~fixes~~ herewith, as part hereof, statement "C", which is a full and complete list of all debts filed before your commissioner against said estate, and that have been sufficiently proven. This statement shows the outstanding indebtedness against said estate, as of Nov. 1, 1896, to be $9454.22, and to arrive more accurately at the total indebtedness as of that date the $1087.81, due the administrators, should be added, which makes the total indebtedness of the estate, as of Nov. 1, 1896, $10542.03. The debts listed in this statement are in the order of priority as represented by the numerical value of the red figures in the margin. The debt due J.A.G.Hyatt, Guar., and C.E.Johnson, Rec. being debts due as guardian are the first in priority. All the other debts are of equal dignity and priority.

It should be stated in explanation, that the two notes reported in statement "C" in favor of R.L.Pennington, Comr. against Sallie Johnson, W.R.Johnson and M.O.Parsons, amounting in the aggregate to $895.68, are chargeable against this estate only in the event that certain lands purchased by Sallie Johnson, at a commissioner's sale, with W.R.Johnson and M.O.Parsons as security, will not sell for a sufficient sum on re-sale to pay said notes. Should the land purchased by Sallie Johnson not sell for enough on re-sale to pay off said notes, interest and

costs, then the estate of M.C.Parsons will be chargeable with the residue. W.R.Johnson and Sallie Johnson both being insolvent.

Two claims have been filed before your commissioner, and considerable evidence taken in refference thereto, that have not yet been passed on. One of said claims was filed by John L.Pennington, and this your commissioner is informed has since been compromised and settled between the parties; the other of said claims was filed by Nimrod Poteet, who has deferred closing his evidence until your commissioner can wait no longer, being forced for want of time to pass this claim to await the future order of the court.

It will also be noticed that the amount assigned to H.T.Furgerson by J.L.Pennington and M.C.Parsons of $287.00, is out of a note executed to by A.M.Brown to Pheba Flanary for $266.66. This note, as your commissioner is informed, was first assigned by said Parsons to J.L.Pennington, and then by said Pennington and Parsons to said Furgerson. The balance of this note of $79.51, is doubtless due some one from Parsons' estate, but whether to Pennington or to the estate of Phoeba Flanary, your commissioner is unadvised, and passes said matter along with that of Nimrod Poteet.

3rd. As to the condition of the real estate set out by the Comp't in his bill; the specific liens thereon, the amounts thereof, to whom due &c.

First, as to the specific liens, the amounts, and to whom due. On the farm known as the Elk Knob farm, purchased by M.C.Parsons from M.D. Richmond, and afterwards sold by said Parsons to Henry Nicol, there is a purchase money lien still against this land due W.G.Nicol, assignee of A.L.Pridemore, who was the assignee of the said Richmond. The balance on this lien, interest computed to Nov. 1, 1896, is $1615.69.*

On the tracts of land purchased by said M.C.Parsons from W.P. Barnes, Wm.A.Taylor and wife, Elizabeth Jessee, and Lafayett Zion, respectively, there is a specific lien by reason of a deed of trust executed by said Parsons to O.T.Duncan, May 9, 1887, for the benefit of W.M.Smith and H.G.D. Blair, to secure the payment to them of a debt of $2500. The balance due on this debt, as of Nov 1, 1896, is $925.96.

On the 412-acre tract, purchased by M.C.Parsons from Wm.A.Parsons, there is due, as of Nov. 1, 1896, $361.02. This sum is the balance due said Wm.A.Parsons on the purchase price of this land, and is a specific lien on same.

The foregoing are the only specific liens that your commissioner has been enabled to assertain.

*Less $834, paid on the Henry Nicol contract, which was not to be assigned, but was discharged.

Second, As to the condition of the real estate set out by the Compl't in his bill. Your commissioner is not in a situation to report, with any degree of certainty, the title of the said M.C.Parsons, at the time of his death, in the greater part of the lands which he then occupied. As has been stated, said Parsons was equitably entitled, after the payment of something over $1600, to a conveyance from the heirs of M.D. Richmond of the Elk Knob farm. By deed dated May 12, 1892, said Parsons seems to have undertaken to convey said Elk Knob farm to his son Geo.W. Parsons for the consideration of natural love and affection. This deed was acknowledged on the day of its date, May 12, 1892, but was not recorded until the 27 day of Feb., 1895, which was 10 days after the death of said M.C.Parsons. By refference to exhibit "E", filed with Compl'ts bill, it will be seen that the said M.C.Parsons, on the 6 day of Oct., 1894, sold this same tract of land to Henry Nicol. There is no evidence before your commissioner that the deed to Geo.W.Parsons from his father was ever delivered. The deeds to Eva Parsons, now Eva Russell, and Rebecca Parsons were likewise made on the 12 day of May, 1892, and were never recorded during the lifetime of the said Parsons. With refference to these deeds, your commissioner can only repete what is above said in refference to the deed to Geo.W.Parsons___There being no evidence before your commissioner that these deeds were ever delivered. In this condition of the matter, your commissioner is unable to say in whom the title to said land, described in said deeds, is vested. On the 12 day of May, 1892, said Parsons conveyed a part of his home tract to his daughter Ellen Jessee. This deed seems to have been delivered, as it was admitted to record on the 16th day of Jan., 1893. Mrs. Jessee, of course, takes this land subject to the deed of trust of Smith & Blair, above reported.

The said M.C.Parsons in his lifetime purchased from his brother, W. A.Parsons, a tract of land situate in the Pocket, containing 412 acres. This land was not conveyed to said M.C.Parsons in his lifetime, but was on the 25 day of April, 1895, conveyed to Ellen Jessee, Evaline Russel, Geo.W.Parsons, Rebecca Parsons and Wheeler L.Parsons, children and heirs at law of M.C.Parsons. (See exhibit "H", filed with Compl't's Bill). After the purchase of this land by M.C.Parsons, and before he got a conveyance thereto, he sold it to J.L.Pennington, and gave him a title bond for it, which has been duly recorded in the County court clerk's office. Recently, as your commissioner is informed, a compromise has been made of various matters existing and unsettled between the said

M.C.Parsons in his lifetime and the said J.L.Pennington, by which the said Pennington is to reconvey said tract of land to the estate of said Parsons. This compromise, as your commissioner is informed, is subject to the approval of your Honor, and should the same be approved, then the estate of the said M.C.Parsons will have title to said 412-acre tract of land.

Said M.C.Parsons at the time of his death was the owner of a one-half interest in a house and lot in the town of Jonesville, known as the Sisk property, being the property in which M.B.Spencer now lives. This house and lot was purchased by said M.C.Parsons and M.B.Spencer at a commissioner's sale, and was conveyed to them by A.M.Goins, comr., by deed dated___day of ___, 189__.

As to the tract of land alleged by the Compl't in his bill as belonging to the said M.C.Parsons, known as the Nim Poteet land, your commissioner states that he finds no conveyance on record whereby said land has ever been conveyed to said Parsons. But he does find on record a deed of trust to E.W.Pennington, trustee for the benefit of the said Parsons, which covers the said land. Said deed of trust is not signed by the wife of the said Poteet, who is still living and which he had at the time of executing said deed of trust, and your commissioner is informed that said wife claims said land as her own separate estate. But should said Poteet own said land in his own right, there are judgment liens enough existing against it, older than said deed of trust, to consume it.

As to the tract spoken of by the Compl't in his bill as the M.Z. Parsons tract, your commissioner is not enabled to say whether said Parsons owned such a tract or not, as he is not enabled to find such a deed, and there has been no evidence produced before him to aid him in ascertaining.

Your commissioner regrets that he is not enabled to report more definitely as to the condition of the lands set out by the Compl't in his bill, and owned by said Parsons at the time of his death, but your commissioner can only act upon the evidence before him, which is imperfect.

Now having responded to the requirements of the decree of the court, your commissioner will state in conclusion, that this estate is now in a condition, large as it is, to demand the watchful and judicious eye of the court. It will be seen that the outstanding indebtedness against said estate is $10542.03; that the notes and bonds in the hands

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

of the administrators amount to $12480.61, more than enough to pay off the outstanding indebtedness, if said notes and bonds were due at this time, or could be converted into ready cash. The question is, shall a large and valuable real estate, in these gold standard times, be put up and sold at auction, at a great sacrifice, or shall the bonds and notes be discounted and ready cash realized therefor? Your commissioner would recommend the latter.

Respectfully Submitted, this Oct. 10, 1896,

A.M.GOINS,
Special Commissioner.

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Fee for this Report $ 100 00/100

Fee charged to R. L. Pennington, Admr. &c.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 140 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 10th day of October, 1896.

A. M. Goins
Special Commissioner.

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

R.L.Pennington,Admr.,.....Complainant,
vs. In Chancery.
H.J.Russell et al.,.....Defendants.

EXTRACT FROM DECREE.

The Court doth adjudge, order and decree that A.M.Goins, who is hereby appointed a special Commissioner for the purpose, will, after giving notice to the attorneys of the parties before the court, and by written posters at the front door of the court-house, take, state and audit the acct. of the administrators of the estate of the late M.C.Parsons, charging them with all moneys that came or should have come into their hands,and giving them credit for all proper disbursements, and ascertaining what balance is still in their hands. He will also report the condition of the real estate set out in the Plaintiff's bill, whether there are any specific liens against any of it, to whom due, and how much; he will also ascertain the indebtedness of the said Parsons at the date of his death;and he will sit for the purpose of hearing proof and auditing claims against the estate, and where a claim is presented him about which there is a controversy, and either party demanding it, the said commissioner will report the evidence to the court upon which he allows or disallows the claim; and he will report any other matter deemed pertinent by himself or especially required by any party in interest

A Copy Test: A B Munsey Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 1st day of April, 1896, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the Court.

A. M. Goins,
Special Commissioner.

We accept service of the within notice for H.J. Russell, J.C. Jesse Adams, H.J. Russell, J.C. Jesse, Ellen Jesse, Eva Russell, & Geo. H. Parsons. W.A. Parsons,
Pennington Bros of counsel for same
Pritchard & Hewitt

I accept service of the within notice
Robt L. Pennington Admr &

I accept service of the within notice
A B Murray
Guardian ad litem for
~~Geo H. Parsons~~, Rebecca Parsons,
Walter P. Parsons & the unknown
infants of M. C. Parsons.

Legal service of this notice is accepted for the following defendants, to wit, G. T. Dunn as Trustee, W. M. Smith, H. G. Blair, J. L. Pennington, & Henry Nicholl. This March 16th 1896.
Dunican & Hyatt.
Attys.

R. L. Pennington, Admr
vs
Geo. Parsons et al.
H. J. Russell et al.
Bonnie Walker.

"A"

R. L. Pennington, Adm.

vs. } Com'rs Report.

H. J. Russell et al.

Filed Oct. 10, 1896.

A B Muncy, Clerk

Commission'rs fee $100

The Estate of M.C.Parsons, Dec'd,
In Acct. with
Russell & Jessee, Admrs.,

			Cr.
1895,			
Dec. 26,	By	Int. on G.R.Gilley note, omitted in former settlement,	$ 7.43
Aug. 14,	"	Int. on note vs. W.J.Fleenor, omitted in former settlement,	4.43
July 8,	"	Amt. rec'd from J.L.Pennington, omitted in former settlement,	.90
1896,			
April23,	"	Amt. rec'd on Dan Byington note, omitted in former settlement,	2.35
____ __,	"	Amt. rec'd from L.C.Shelburn, on mule from Johnson, omitted in former settlement,	40.00
Feb. 16,	"	Amt. rec'd from Dan Byington on note, not included in former settlement,	.30
Sept.12,	"	Amt. rec'd from J.F.Witt, for corn &c.,	94.29
Oct. 17,	"	" " on wheat sold, 11 3/4 bu. @ 65¢.,	7.63
Nov. 7,	"	" " from J. McQueen, rent,	1.00
" 20,	"	" " " J. McQueen, "	1.00
" 25,	"	" " " wheat sold,	3.90
Dec. 17,	"	" " " Geo. Williams,	2.00
" 18,	"	" " " J.McQueen, rent,	1.00
" 19,	"	" " " J.F.Skaggs,	3.00
" 19,	"	" " " J.McQueen, rent,	1.00
" 26,	"	" " " H.B.Graham,	118.00
1897,			
Jan. 1,	"	" " " Samuel Tritt,	879.35
" 2,	"	" " " Sidney Stewart,	8.75
" 13,	"	" " " Tom Burk,	2.62
" 27,	"	" " " Pennington Milling Co.,	13.15
Feb. 15,	"	" " " G.R.Gilley on note,	60.00
" 15,	"	" " " Interest on above note,	14.45
Mar. 1,	"	" " " John Parsons for wheat,	1.[illegible]0
" 2,	"	" " " A.F.Parsons on rent,	33.75
Apr. 19,	"	" " " Johnson for old wagons,	36.00
" 27,	"	" " " Will Zion,	.25
" 29,	"	" " " Allen J.Martin, on rent,	10.00
May 18,	"	" " " J.A.G.Hyatt for corn,	36.47
June 8,	"	" " " Corn sold,	1.70
July 3,	"	" " " John Parsons on note,	1.[illegible]0
" 20,	"	" " " C.E.Johnson on notes &c.,	755.39
Aug. 4,	"	" " " J.McQueen,	14.00
Oct. 5,	"	" " " W.D.Zion on note,	14.05
Nov. 27,	"	" " " Cash on short corn,	2.20
1898,			
Jan. 6,	"	" " " H.B.Graham on note,	112.00
Apr. 2,	"	" " " Old lumber,	5.50
	"	TOTAL rec'pts included in this settlement,	$2280.75

The Estate of M.C.Parsons, Dec'd,
In Acct. with
Russell & Jessee, Admrs., Dr.

1896,						
Oct.	1,	To Bal. due Admrs. on settlement filed this day,				$ 1087.81
"	"	" Error against Admrs. in above settlement,				10.60
1895,						
July	9,	" Amt. paid J.Morgan Couk,	See Vouch.		1,	5.85
____	__,	" " " S.E.Shelburn,	"	"	2,	9.30
____	__,	" " " W.V.Litton,	"	"	3,	12.50
1896,						
Feb.	19,	" " " F.H.Myres, taxes,	"	"	4,	.90
May	21,	" " " Southwest Virginian,	"	"	5,	1.00
June	6,	" " " Tobe Hughes,	"	"	6,	3.90
"	24,	" " " H.A.Yeary,	"	"	7,	1.00
July	20,	" " " Tobe Hughes,	"	"	8,	4.60
Sept.	12,	" " " J.F.Witt,	"	"	9,	94.29
Nov.	20,	" " " M.B.Carnes,	"	"	10,	26.95
"	25,	" " " C.E.Johnson, Rec.,	"	"	11,	25.00
Dec.	14,	" " " M.B.Carnes,	"	"	12,	6.38
1897,						
Jan.	1,	" " " D.C.Sewell,	"	"	13,	31.58
"	2,	" " " C.E.Johnson, Rec.,	"	"	14,	250.00
"	2,	" " " J.L.Pennington,	"	"	15,	.74
"	4,	" " " J.A.G.Hyatt, Guar.,		"	16,	600.00
"	6,	" " " Taxes,	"	"	17,	3.75
"	8,	" " " S.E.Shelburn,	"	"	18,	4.00
"	9,	" " " Pennington Bros.,	"	"	19,	50.00
Feb.	18,	" " " J.A.Hurst,	"	"	20,	2.35
Mar.	1,	" " " Pennington Bros.,	"	"	21,	144.32
"	6,	" " " C.E.Johnson, Rec.,	"	"	22,	50.00
Apr.	19,	" " " Si Young,	"	"	23,	.28
"	29,	" " " C.E.Johnson, Rec.,	"	"	24,	50.00
May	8,	" " " S.M.Johnson,	"	"	25,	.98
"	18,	" " " J.A.G.Hyatt,	"	"	26,	36.47
June	7,	" " " L.M.Carmical,	"	"	27,	5.00
"	10,	" " " C.E.Johnson, Rec.,	"	"	28,	170.00
"	19,	" " " J.S.Garrison,	"	"	29,	2.80
July	20,	" " " C.E.Johnson, Rec.,	"	"	30,	755.39
____	__,	" " " F.H.Myres, taxes,	"	"	31,	.90
Nov.	27,	" " " M.B.Carnes,	"	"	32,	33.33
1898,						
Jan.	8,	" " " S.V.F.Richmond,	"	"	33,	15.00
"	8,	" " " Brit Lundy,	"	"	34,	.50
"	14,	" " " J.A.G.Hyatt, Guar.,	"	"	35,	100.00
"	26,	" " " James Tritt,	"	"	36,	.50
Feb.	16,	" " " W.P.Wood,	"	"	37,	.50
Mar.	14,	" " " Taxes,	"	"	38,	7.63
"	14,	" " " Transferring land,	"	"	39,	1.00
Apr.	20,	" " " H.C.Joslyn,	"	"	40,	2.50
		" 10% Commission on $2280.75, amt. of recp'ts since former settlement,				228.07
TO TOTAL		disbursements since former settlement, including Commissions on this and former settlement,				$3367.07
BY TOTAL		recp'ts reported in this settlement,				2280.75
TO Balance		due Admrs., as per this settlement,				$1556.32

Estate of M. C. Parsons,
In Acct. with
Russell & Jessie, Admrs.

"Statement 2."

—1532 "2—

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oo COMMISSIONER'S REPORT.oo
oooooooooooooooooooooooooooo

R.L.Pennington, Admr.,)
vs.) IN CHANCERY.
Russell & Jessee, Admrs.,)

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To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Special Commissioner submits this report, which is a spplemental report of the settlement of the administration account of J.C.Jessee, surviving administrator of Russell & Jessee, Admrs. of the estate of M.C.Parsons, dec'd.

Page Three of this report is a statement showing amount received by administrator since former reports filed in this cause. This statement shows amount received by administrator up to March 1, 1900, not included in former settlements, of $9573.57.

Pages Four and Five show the amount of disbursements by the administrator since last settlement, including $1556.32, amount due him as per settlement filed May 26, 1898, and $957.35, which is 10% commission on $9573.57, amount of receipts reported on page three. On striking the balance of this settlement it will be seen that the estate is due the administrator, J.C.Jesse, at the close of this settlement, $1894.54.

It will be seen from statement "S", which is a statement of solvent and doubtful notes in the hands of the administrators, as reported in former report, that there is a note against Levi Napier and Eph Burgan, as of Nov.1,1896, amounting to $17.93. On this note the administrator reports that he can collect only the sum of $5.50 ---said Napier and Burgan being able to show that they do not owe, or have paid, the residue of said note.

It will also be seen from statement "S", that there went into the hands of the administrators eight notes against one R.H.Sage, amounting in the aggregate, as of Nov.1,1896, to $331.02. These notes the administrator has been unable to collect, but has brought suit and sold the lands of the said Sage, which, at public auction, brought the sum of $200.00, including costs and commissions. So it is more than likely that the administrator will not be able to collect the whole of this debt.

On the note against W.R.Clawson, reported as doubtful in statement "D", the administrator has collected the sum of $150.05, which is probably all of this debt that he will be able to collect.

In these settlements it will be seen, that on Feb.20, 1896, this estate was due the administrators the sum of $1345.26; on Oct.1, 1896, it was due the administrators the sum of $1087.81; on May 26, 1898, it was due the administrators the sum of $1556.32; and at the close of this settlement, as of March 1, 1900, it is due the administrators the sum of **$1894.54.** On none of these balances has your commissioner given the administrators any interest, owing to the unusually large commission given them (10%) for the management of this estate.

Respectfully submitted this Feb.23, 1900.

A. M. Goins,

Special Commissioner.

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See statements of receipts and disbursements following.

The Estate of M.C.Parsons, Dec'd,
In Acct. with
J.C.Jessee, Admr.,

						Cr.
1898,						
May	9,	By Amt.	rec'd	of	J.F.Witt, short corn,	$ 3.24
June	30,	" "	"	"	Joe Lawson, old lumber,	6.00
July	8,	" "	"	"	Clawson Est.,	69.15
"	23,	" "	"	"	Rent on "Happy Land"Parsons place,	2.00
Aug.	13,	" "	"	"	H.Nicll, on Knob farm,	1354.20
Sept.	19,	" "	"	"	E.S.Loyd, on due bill,	20.00
Nov.	21,	" "	"	"	H.B.Graham, on note,	106.00
Dec.	3,	" "	"	"	W.M.Cooper, on corn note,	7.81
"	17,	" "	"	"	Knob Farm,	1542.93
"	22,	" "	"	"	H.J.Russell, on note,	6.38
"	24,	" "	"	"	T.G.Johnson, corn note,	18.00
"	31,	" "	"	"	John Evans, corn note,	18.78
1899,						
Feb.	11,	" "	"	"	D.S.Litton, straw stack,	10.75
Mar.	6,	" "	"	"	W.M.Cooper, bal. on note,	7.80
"	11,	" "	"	"	R.J.Wood & Sons, corn note,	45.38
Apr.	24,	" "	"	"	Rent Wheat,	42.49
July	14,	" "	"	"	W.D.Zion, on corn,	8.00
Aug.	10,	" "	"	"	W.D.Zion. on corn,	7.00
Oct.	21,	" "	"	"	Proceeds of Nicoll notes,	4380.64
Nov.	3,	" "	"	"	Pennington Bros., on J.L.Pennington land,	265.45
"	",	" "	"	"	Pennington Bros., on W.R.Clawson debt,	80.90
Nov.	10,	" "	"	"	Levi Napier, on note,	5.50
Dec.	15,	" "	"	"	Harris, on corn note,	8.00
"	16,	" "	"	"	James Daugherty, on corn note,	8.21
1900,						
Jan.	2,	" "	"	"	J.P.Kelly, on corn note,	8.49
"	",	" "	"	"	H.Nicoll, on Knob farm,	1100.00
"	",	" "	"	"	H.Nicoll, interest on foregoing note,	8.43
"	",	" "	"	"	H.Nicoll, interest on Knob debt,	201.00
"	",	" "	"	"	Chas. Garrison, on corn,	16.00
"	22,	" "	"	"	H.Nicoll, cost in suit of Parsons Admrs.,	37.10
Feb.	20,	" "	"	"	C.F.Flanary, for corn,	94.85
"	",	" "	"	"	A.L.Loyd, for corn,	59.09
"	",	" "	"	"	Carter & Garrison, for corn,	24.00
RECEIPTS TO MARCH 1st, 1900,						$9573.57

The Estate of M.C.Parsons, Dec'd,
In Acct. with
J.C.Jessee, Admr., Dr.

1898,						
May	26,	To Bal. due Admrs. on settlement filed this day,				$1556.32
1896,						
Nov.	30,	" Amt. paid Taxes 1896,		See Voucher	"1",	55.90
1897,						
Nov.	19,	" " " " 1897,		"	"2",	47.65
"	"	" " " " " ,		"	"3",	26.45
1898,						
Apr.	30,	" " " C.E.Johnson, Rec.,	"	"	"4",	310.46
May	2,	" " " A.M.Goins,	"	"	"5",	5.25
July	8,	" " " Pennington Bros.,	"	"	"6",	69.18
Aug.	15,	" " " Wm.G.Nicoll,	"	"	"7",	925.16
"	16,	" " " A.G.Hyatt, Cash.,	"	"	"8",	5.44
"	24,	" " " Francis Slagle,	"	"	"9",	100.00
"	30,	" " " M.B.Carnes,	"	"	"10",	33.33
Sept.	13,	" " " J.A.G.Hyatt, Guar. for &c.,		"	"11",	250.00
"	29,	" " " A.M.Goins,	"	"	"12",	10.00
"	",	" " " S.V.F.Richmond,	"	"	"13",	18.30
Nov.	21,	" " " on Taxes for this year	"	"	"14",	48.65
"	",	" " " " " " " "	"	"	"15",	26.45
Dec.	22,	" " " Geo.W.Russell, Admr.,	"	"	"16",	694.60
1899,						
Jan.	2,	" " " J.A.G.Hyatt, Guar. for &c.,		"	"17",	700.00
"	9,	" " " J.F.Witt,	"	"	"18",	50.00
"	14,	" " " A.M.Goins, Comr.,	"	"	"19",	22.50
"	27,	" " " J.A.G.Hyatt, Assignee,	"	"	"20",	17.30
Mar.	6,	" " " H.J.Morgan, Pres. P.G.Imp. Co.,			"21",	93.29
Apr.	10,	" " " Frances Slagel,	"	"	"22",	50.00
July	28,	" " " A.K.DeBusk,	"	"	"23",	46.14
Oct.	20,	" " " Pridemore & Sewell,	"	"	"24",	852.50
"	23,	" " " J.A.G.Hyatt, Guar. &c.,	"	"	"25",	422.00
"	",	" " " J.A.G.Hyatt, Assignee,	"	"	"26",	60.92
"	",	" " " C.A.Russell,	"	"	"27",	1.29
"	",	" " " Francis Slagle,	"	"	"28",	150.06
"	",	" " " J.O.Gibson & Co.,	"	"	"29",	36.06
"	",	" " " S.V.F.Richmond,	"	"	"30",	4.98
"	",	" " " Couk & Orr,	"	"	"31",	16.53
"	",	" " " B.F.Couk,	"	"	"32",	2.58
"	",	" " " W.S.Hurst, Assignee,	"	"	"33",	7.33
"	24,	" " " Geo.W.Zion,	"	"	"34",	26.05
"	",	" " " J.F.Witt,	"	"	"35",	87.57
"	",	" " " Peter & Mollie Marcum,	"	"	"36",	185.00
"	",	" " " B.F.Thompson,	"	"	"37",	5.92
"	",	" " " W.S.Hurst,	"	"	"38",	19.27
"	25,	" " " A.B.Munsey, Clerk,	"	"	"39",	4.72
"	",	" " " M.B.Carnes,	"	"	"40",	33.33
"	",	" " " A.M.Goins, O.P.,	"	"	"41",	5.00
"	",	" " " Orr & Blankenship, Assignees,		"	"42",	40.00
"	",	" " " C.E.Couk, Cash.,	"	"	"43",	31.36
"	",	" " " R.L.Pennington, Exor. &c.,		"	"44",	446.97
"	",	" " " R.L.Pennington, Admr. &c.,		"	"45",	271.43
"	27,	" " " W.S.Hurst, Assignee,		"	"46",	40.00
Dec.	16,	" " " Jas.M.Daugherty,		"	"47",	24.82
Nov.	3,	" " " R.L.Pennington, Exor.,	"	"	"48",	138.21
"	",	" " " R.L.Pennington, motion,	"	"	"49",	5.00
"	",	" " " R.L.Pennington, Atty.,	"	"	"50",	203.14
"	",	" " " Geo.W.Russell, Admr.,	"	"	"51",	75.00
"	8,	" " " C.C.Elliott,	"	"	"52",	7.83
"	9,	" " " Jas.M.Weston, D.S.,	"	"	"53",	6.20
"	13,	" " " Smith, Blair &c.,	"	"	"54",	1086.64
"	15,	" " " T.J.Yeary,	"	"	"55",	26.26
"	27,	" " " Taxes for this year,	"	"	"56",	25.19
1900,						
Jan.	11,	" " " John Smith, S.L.C.,	"	"	"57",	2.20
"	17,	" " " W.S.Hurst, Assignee,	"	"	"58",	35.08
"	",	" " " Peter & Mollie Marcum,	"	"	"59",	69.65
		TO THIS AMOUNT FORWARD,				$9018.47

				TO THIS AMOUNT BRO'T FORWARD,				$ 9618.47
1900,								
Jan.	18,	To Amt.	paid	J.F.Witt,	See Voucher		"60",	64.30
"	19,	" "	"	Orr & Blankenship,	"	"	"61",	10.70
"	",	" "	"	C.T.Duncan,	"	"	"62",	15.00
"	",	" "	"	C.T.Duncan, Cost,	"	"	"63",	28.24
"	",	" "	"	H.C.Joslyn,	"	"	"64",	9.75
"	",	" "	"	H.C.Joslyn,	"	"	"65",	4.50
"	23,	" "	"	H.L.Woodward,	"	"	"66",	6.00
"	",	" "	"	A.B.Munsey,	"	"	"67",	58.88
"	",	" "	"	H.C.Wade, Guar.,	"	"	"68",	200.00
"	24,	" "	"	H.C.Wade, Guar.,	"	"	"69",	74.00
"	",	" "	"	Rebecca Wampler, Dist.,		"	"70",	137.00
"	27,	" "	"	Eva Russell, Dist.,	"	"	"71",	137.00
Feb.	14,	" "	"	W.D.Zion,	"	"	"72",	4.00
"	20,	" "	"	G.W.Parsons, Dist.,	"	"	"73",	75.00
"	21,	" "	"	A.M.Goins, Comr.,	"	"	"74",	15.00
"	26,	" "	"	J.A.G.Hyatt, Assignee,	"	"	"75",	7.56
"	",	" "	"	J.A.G.Hyatt, Assignee,	"	"	"76",	43.36
		To 10% Commission on $9573.57, amt. of recp'ts reported in this settlement,						957.35
TO TOTAL Disbursements in this settlement, in cluding Commissions &c.,								$11468.11
BY TOTAL Recp'ts reported in this settlement,								9573.57
TO Balance due Admr., as per this settlement,								$ 1894.54.

R. L. Pennington, Admr.

v. S. { Comm'rs Supplemental report of Administration Account.

Russell & Jessee, Admrs.

Filed Feb. 23, 1900.

[illegible]

Statement "3."

$1894.54.

Comm's Fee $12.00

°°°

J.C.Jessee, Admr.&c. It is claimed by said petitioner that by reason of the release of the property on the 19th of August, 1895, as shown by deposition of M.R.Kirk, said property being amply sufficient to satisfy said judgment, and said release being made by Geo.A.Crabtree without the knowledge and consent of the secureties, thereby releases them from all responsibility. If this contention stood alone, and was supported by the proof, your commissioner would not hesitate to report that the secureties should be released. But why the property was released--whether from reason of agreement with Crabtree, as stated by Pennington, or from reason of refusal on part of Crabtree to give the indemnifying bond demanded by the deputy sheriff--your commissioner is hardly able to say from the evidence. If the property was released by the deputy sheriff by reason of the refusal on the part of Crabtree to give the indemnifying bond, then, under the law, your commissioner knows no reason why the secureties should be released. The deputy sheriff himself says the release "M.K.", filed with his deposition, was given by Crabtree in answer to his demand for an indemnifying bond. If this be the reason, then the secureties are not released from the payment of said judgment, and your commissioner so reports.

Your commissioner files herewith the evidence which has governed him in this report, hoping that if he has erred in any particular the better judgment of the court will correct the error.

Respectfully submitted, this Oct. 28. 1899.

A. M. Goins,

Special Commissioner.

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Fee for this Report $15.00/100

Fee charged to J. C. Jessee, Admr. &c.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 20 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 28 day of October, 1899.

A. M. Goins,

Special Commissioner.

R. L. Pennington, Admr.

vs. { Coner's Report on Judgment of Geo. F. Crabtree

Russell & Jessee, Admrs. &c. et al

Report Filed Oct. 28, '49.

Coner's Fee $15.00.

This report is recorded because it favors the interest of the Ptfs

Oct 28th 1849

COMMISSIONER'S REPORT.

R.L.Ponnington, Admr.,)
vs.)) IN CHANCERY.
Russell & Jessee,Admrs.,)
++++++++++++++++++++++++

To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County, Virginia.

Your undersigned Special Commissioner, appointed by a decree entered in the above styled cause at the Nov. term, 1897, after having given notice of the time and place of his sitting, as required by the aforesaid decree, proceded on the 1st day of Feb., 1898, and on subsequent days thereafter, by adjournment from day to day and time to time, to comply with the order of the court.

Your Commissioner is directed by the foregoing decree as follows: "And it is further adjudged, ordered and decreed, that A.M. Coins, after having given the said Russell & Jessee five days notice, and after posting notice of his sitting for at least fifteen days at the front door of the Courthouse of Lee County, will take and ascertain an account, and report, any other valid claims against the estate of the said M.C.Parsons; and he will also make another settlement of the account of said Russell & Jessee, Admrs., taking up the account where last reports leave off, charging them with such sums as they have since received, and giving them credit for such sums as they have properly paid out. He will report any other matter deemed pertinent by himself, or requested by any one in interest, to the proper settlement of said estate."

Your Commissioner reports that he gave the notices as required by the foregoing decree, as will be seen from a copy of same herewith annexed marked "N", and the result of his settlement of the account of Russell & Jessee, Admrs., he herewith files, as part hereof, marked "Statement 2". In making this statement your Comr., as directed by the court, took up the account of the Administrators where it left off in former reports, charged them with such sums as they have since received, and gave them credit for such sums as they have properly paid out, as shown by the vouchers herewith.

Your Commissioner will state that this settlement has been made wholly with J.C.Jessee, survivor of Russell & Jessee, Admrs., said Russell having departed this life during the pendancy of this acct. before your commissioner, and before he had an oportunity to make

this settlement.

Your Commissioner reports, in compliance with that part of the decree that requires him to report,"any other valid claims against the estate of the said M.C.Parsons", that no new claims have been exhibited before him; but the claim of Nimrod Poteet, which was introduced during the pendency of a former report before your Comr., and several depositions taken in support of same, but which was laid over for incompleteness of proof, was again prought up on this sitting, and numerous deposition have been taken at odd times, as the parties would bring forward their witnesses. This matter has been postponed by your commissioner at the request of the Administrators, claiming that they had still another witness whose deposition they desired to take, but this witness has not yet been brought forward, and your commissioner cannot defer the matter longer, and report in time for the next term of your honors court; so he passes his report on this branch of the case, and submits his report of settlement with the Administrators.

Respectfully submitted &c.

A. M. Goins,

Special Commissioner.

Fee for this Report $10.00

Fee charged to Russell & Jesse, Admrs.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 14 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 26 day of May, 1898.

A. M. Goins,

Special Commissioner.

R.L.Pennington, Admr., Complt.,)
vs.) In Chancery.
H.J.Russell et al., Defts.)

** ****** * * * * * * * * *

EXTRACT FROM DECREE.

Virginia:

At a Circuit Court continued and held for Lee County at the Courthouse thereof, on Monday the 10th day of January 1887.

"This cause came on this day &c." * * * * * * * * * * * * * * * * *

"And it is further adjudged, ordered and decreed, that A.M.Goins, after having given the said Russell & Jessee five days notice, and after posting a tice of his sitting for at least fifteen days at the front door of the Courthouse of Lee County, will take and ascertain an account, and report to the Court, any other valid claims against the estate of the said H.C.Pennington; and he will also take another settlement of the account of said Russell & Jessee, Admrs., taking up the account where last reports leave off, charging them with such sums as they have since recieved and giving them credit for such sums as they have properly paid out. He will report any other matter deemed pertinent by himself, or requested by any one in interest, to the proper settlement of the said estate. And this cause is continued".

A Copy Testo: A.B. Munsey
Clerk.

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COMMISSIONER'S NOTICE.

All parties interested in the decree from the foregoing is an extract, will take notice that, on the First day of February, 1887, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the Court. This January 10th 1887.

A. M. Goins,
Special Commissioner.

"A"

R. L. Pennington, Admr.

vs. } In Eqty.

H. J. Russell, et al.

Comr's Notice,
to 1st Day of Feb.,
1898.

Mailed a copy of the within notice to H. J. Russell and J. C. Jesse, Admrs., on Jan. 11, 1898.

A. M. Goins,
Special Comr.

R. L. Pennington, Admr.

vs. } Comrs. Supplemental Report.

Russell T. Jessee, Admrs.

Filed

A. T. S. Pennington, Clk.

COMMISSIONER'S REPORT.

R.L.Pennington, Admr.,)
vs.)- - - IN CHANCERY.
Russell & Jessee, Admrs.,)

****

To the Hon.W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned commissioner, appointed by a decree entered in the above styled cause at the Nov. term, 1897, after giving notice of the time and place of his sitting, as required by the terms of said decree, proceeded on the 1st day of Feb., 1898, and on divers other days thereafter up to the present, to comply with the requirements of said decree.

Your commissioner is directed by said decree: (1), To ascertain and report any valid claims against the estate of the said M.C.Parsons, dec'd, not previously reported; (2), To make additional settlement with Russell & Jessee, Admrs.; and (3), To report any other matter deemed pertinent by himself, or requested by any one interested.

In obedience to the foregoing decree your commissioner made settlement with Russell & Jessee, Admrs., and filed the same in this cause on the 26th day of May, 1898; but as one Nimrod Potest, claiming himself to be a creditor of said estate, had filed before your commissioner a large and complicated account, the validity and justness of which was contested by the Administrators; your commissioner was forced, for want of time, to pass that part of your honor's order of reference requiring him to ascertain and report upon the validity of claims against said estate not previously reported upon, until after the June term, 1898, of your honor's court, in order to give the parties interested in said claim an oportunity to take evidence on same. And now, having taken and considered all evidence submitted, both pro and con, on said Potest claim, and on such other claims as have been submitted before your commissioner, he here respectfully submits this his report on the matters referred to him, and not previously reported upon.

Your commissioner files herewith, as part hereof, statement "C", which is a list of such claims as have been submitted before him as he considers proper to allow. This statement shows additional indebtedness outstanding, as of Nov. 9, 1898, of $20.92.

(SEE STATEMENT "C" 5th page)

The claim filed against said estate by Nimrod Poteet your commissioner does not allow, and he considers it proper for him to here give his reasons for rejecting same:

The dealings between said Parsons and said Poteet are of long standing, varied and complicated. The beginning of said dealings, so far as the question before your commissioner relates, dates from August the 16th, 1890, when D.I.Hall and said Poteet purchased from said Parsons a saw-mill, executing therefor their joint note for the sum of $1[illegible]0. During the time said Hall and Poteet were joint owners of said mill they had certain dealings with and did certain work for said Parsons, Poteet's one-half interest of which on settlement amounted to $111.43. (See deposition of D.I.Hall). In Dec., 1890, Hall sold back to Parsons his one-half interest in said mill, and Parsons sold said interest to one M.Z.Parsons. While M.Z.Parsons and Poteet were joint owners of said mill they did a large amount of sawing for said M.C.Parsons, Poteet's one-half interest for said sawing amounting to the sum of $312.50. (See deposition of M.Z.Parsons). In the spring or summer following the sawing for Parsons, Poteet exchanged his one-half interest in said mill to J.F.P. Graham for an interest in a still house, Parsons releasing a lien he held on said mill for the purchase price of Poteet's interest therein, by Poteet executing to him a note with security for $450, and he (Parsons) taking Graham for $75 of the original price for which Poteet was bound to him on said mill. The $450 note was executed August 15th, 1891.

Now the $312.50 item is the chief contention before your commissioner in this investigation. It is admitted by counsel for Poteet that the $111.43 item was settled at the time or before the execution of the $450 note, but they contend that the $312.50 item was not settled at that time or at any other. If the $312.50 item was settled at the time of the execution of said note, or prior thereto, then your commissioner is right in not allowing the claim filed by said Poteet against said estate, but if said item was not settled at that time, or prior thereto, then your commissioner is probably wrong and said Poteet should be entitled to a recovery against said estate.

Your commissioner is of the opinion that the execution of the

$450 note was a settlement of all dealings between Parsons and Poteet up to August the 15th, 1891.

And now as to the reasons for your commissioner's opinion: M.C. Parsons says the settlement was made "over at Poteet's, and Mr.McNiel settled for us &c." A.C.McNiel says he made a settlement for Parsons and Poteet, he thinks in June before he left the distillery. M.I.Hall says after the yard was sawed Parsons and Poteet hired him to go and measure the lumber for them. W. .Poteet says "Squire McNiel made the settlement between M.C.Parsons and my father, who were then in partnership, and the sawing was done for M.C.Parsons. The part of each of them, as I understood from the settlement, was $[illegible]". Your Commissioner thinks it clearly shown that the settlement as to the $212.50 was made by Squire McNiel, and that he made it in the month of June, 1891, or earlier. (See deposition of McNiel; also Poteet's book, as to when McNiel's charges cease and Garrett's begin). Yet the $450 note, with security, was not executed untill the 15th day of August, 1891, following the sawing transaction. It hardly seems in keeping with the ordinary modes of dealing between men and men that Poteet, a man of limited means, hard pressed for money, would have gone to the trouble of looking up security and executing his note to Parsons for the sum of $450, knowing at the time he did it that Parsons owed him the sum of $212.50, a sum definitely ascertained by previous settlement between them. Again, it hardly seems in keeping with the ordinary modes of dealing between men and men that Poteet, a poor man, hard pressed for money, would have held off and waited on Parsons, a man of wealth and in easy circumstances, for a debt of $212.50, for which he did not even have a note, and not only at the same time execute to Parsons a note with security for the sum of $450, but even later, as late as Sept.27, 1892, execute a deed of trust on his little home to make more secure said $450 note, and all this time say nothing about the $212.50, which Parsons owed him on the saw bill. Hence your commissioner arrives at the opinion that the $212.50 item was settled at the time, or prior, to the execution of the $450 note.

So, having arrived at the foregoing opinion, your commissioner begins with $450 note, and endeavors to ascertain the true financial standing of said Poteet with said estate. He files herewith, as part

hereof, statement "A", which shows the standing of said Poteet with said estate, as it appears to your commissioner from the evidence before him.

It will be seen from an inspection of said statement "A", that your commissioner has charged said Poteet with the following items: The $450 note, $12, $9, $10, $12, and $175.24 amount paid P.J.Parson on the $823.27 note for which Parson was security. It will also be seen that your commissioner has given said Poteet credit for $45.07, [illegible] amount kept by McNiel and orders, $276.77, liquor account kept by Garrett and orders; $5 for liquor bought by Harve Cecil and Parsons; $100, the amount received by Parsons from A.M.Brown. The items of $12, $9, $10, and $12, with which your commissioner charges said Poteet, are taken from said Poteet's claim filed herewith. Your commissioner gives said Poteet credit for the whole of his accounts kept by McNiel and Garrett, which under stict legal rules should not be done, for in several instances in the accounts kept by these gentlemen we find charges made for whiskey sold on orders, when the orders, the best evidence, are not produced. As to the item of $100, "Amt. P.J. Parson A.M.Brown note", your commissioner allows this item as claimed by said Poteet in his account; but had your commissioner been left to the evidence of A.M.Brown, a witness introduced by Poteet, and to the receipt of said Parsons in his lifetime written on the margin of the deed of trust in deed book 29, pp. 25-27, he would have given credit for $225, and interest on same from June 24, 1892. But as said Poteet has only claimed $100 in his account, your commissioner holds that he is only entitled to recover that amount. Should the count be of opinion that he is entitled to a credit for the $225, with interest, then there should be deducted from "Bal. Poteet due Est. Nov. 9, 1892, $336.44", the sum of $165.21, which would leave "Bal. Poteet due Est. Nov. 9, 1892" $171.23, in stead of $336.44.

That part of the account of said Poteet not in the hand writing of McNiel or Garrett, your commissioner does not think sufficiently proven, hence he gives no credit for same.

And now having fully considered all matters before him, your commissioner respectfully submits this his report.

This Oct. 17, 1898.

A. M. Goins

Special Commissioner.

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The Estate of M.C.Parsons, Dec'd,
In Acct. With,
His Creditors.

To order of Carr Bailey to M.C.Parsons to pay Wm.G.Hart $36.00 for hauling logs through said Bailey's land. Order dated Oct. 5,'94, and accepted by Admrs. June 17,'95. See order &c. marked "B", ...	$36.00	
To Int. from Oct.5,'94, to Nov.9,'98,.	8.34	$ 44.34
To [illegible] of J.P. [illegible]	[illegible]	[illegible]
To judgment in favor of Spence Yeary, rendered Dec. 8 , 1895, with interest from date, See judgment marked "C", ...	$19.85	
To Int. on same to Nov. 9, 1898,.	3.32	
" Cost before J.P., ...	3.30	$ 26.47
To acct. of Jeff Lovel, accepted by Admrs. Dec. 28, 1895, ...	4.19	
" Int.same to Nov. 9, 1898, ...	.70	$ 4.89
To TOTAL Indebtedness per this Statement,. . .		$ 80.92

Fee for this Report $ 22.50

Fee charged to Russell & Jesse Admrs.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 30 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 17th day of October, 1898.

A. M. Goins,

Special Commissioner.

STATEMENT "C".

R. L. Pennington, Admr.

vs. } In Chancery.

Russell & Jesse, Admrs.

Supplemental Report of Creditors. See p. 5.

Filed October 21st 1898
A. B. Munsey Clerk

Court's fee $ 33.50

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

COMMISSIONER'S SUPPLEMENTAL REPORT.

R.L.Pennington, Admr.,
vs. } IN CHANCERY.
Russell & Jessee, Admrs., et al.

To the Hon. W.T.Miller, Judge of the Circuit Cou
ty, Virginia.

Since filing his report in this cause on the
1896, your commissioner has been requested to make r
ment in favor of W.F.Hobbs vs. J.C.Jessee & H.J.Russell,
to which his attention had not been previously called.

Said judgement is as follows:-

Rendered at June term, 1896, for	
Interest from Dec. 31,'95, to Nov.1, '96, . . .	5.0
Cost of suit, ...	75.94
Total amt. of judgement, cost &c., ...	987.00

This judgement seems to have been assigned by W.F.Hobbs to Orr, Flan-
kenship & Ewing.

Respectfully submitted, this Oct. 21, 1896,

A. M. Goins,
Special Commissioner.

****

R. L. Pennington, et al.

vs { Court's Supplemental Rept.

Russell & Jesse, Admrs. &c.
et al.

Filed Oct. 21, 1896,
A. B. Munsey Clerk

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

COMMISSIONER'S SUPPLEMENTAL REPORT.

R.L.Pennington, Admr., Complt.)
vs.) IN CHANCERY.
H.J.Russell et al., Defts.)
++++++++++++++++++++++++++++++++++++

To the Hon.W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned Special Commissioner, appointed by decree entered in the above styled cause at the March term, 1896, and to whom said cause was re-committed, by decree entered therein March 8th, 1897, for the purpose of reporting upon the validity of the claims of the petitioners, Geo.W.Zion and B.F.Thompson, and any other claims against the estate of M.C.Parsons, deceased, not previously reported upon in this cause, asks leave to report, that, after giving notice of the time and place of his sitting, as will appear from copy of notice hereto attached, proceeded on the 22nd day of April, 1897, at his office in the town of Jonesville, the time and place designated in said notice, and on subsequent days thereafter, by adjournment from day to day, to comply with the requirements of said decree, and the result of which he herewith respectfully submits.

Your Commissioner is directed by said decree of March 8, 1897, to re-open the account filed by him in this cause Oct.10, 1896, and to hear evidence and make report on the claims of the petitioners, Geo.W.Zion and B.F.Thompson, and any other claims against the estate of the said M.C.Parsons, deceased, not previously considered. In obedience to this requirement your commissioner files herewith Statement "S", which is a statement of the additional claims filed before him in this cause, and which he thinks proper to report. These claims reported in this statement are in the order of priority as represented by the value of the figures in the margine,(and this regards the claims reported both in this and in the former statement). The judgment of Geo.A.Crabtree against J.L.Pennington, M.C.Parsons, G.W.Peters and James Carter stands upon the records unsatisfied, and your commissioner is requested by the attorney for the plaintiff in said judgment to report same; but your commissioner is uninformed as to whether the other obligors in this judgment are solvent or not.

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

The claims of Geo.W.Zion, B.F.Thompson, and Geo.F.Clark, marked "2" in the margine of statement "S", are admitted by the administrators to be just and correct, and are consequently reported by your commissioner.

It will be seen that the total amount of the indebtedness reported in statement "S" is $172.74, due as of June 7th, 1897.

All of which is respectfully submitted, this May 24, 1897.

A. M. Goins,
Special Commissioner.

++++++++++++++++++++++++++++++++++++

Fee for this Report $ 5.25
Fee charged to Pltff.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 7 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 24 day of May, 1897.

A. M. Goins,
Special Commissioner.

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

SUPPLEMENTAL STATEMENT OF OUTSTANDING INDEBTEDNESS AGAINST THE ESTATE OF M.C.PARSONS, DECEASED.

"1½."	To Bal. of judgment of G.A.Crabtree, on Forthcoming Bond, vs. J.L.Pennington, M.C.Parsons, G.W.Peters, and James Carter__ Judgment rendered at June term 1894, by Circuit Court, for $611.74, to be discharged by the payment of $305.87, with interest from April 21, 1894, and $5.13 cost. Plff's Atty. admits the following credits: Nov. 20, 1894, $30.00; Dec. 15, 1894, $100.00; May 13, 1895, $70.00; and $2.50 Atty. fee. See calculation filed marked "Crabtree",__	$139.69	$139.69
"2."	To Bal. on Acct. of Geo.W.Zion, due Oct. 1, 1894. Acct agreed to by Admrs., ...	19.00	
	,, Interest on same to June 7, 1897, ...	3.05	22.05
"2."	To Acct. due B.F.Thompson__ Acct. agreed to by Admrs., but without interest, ...	5.00	5.00
"2."	To Acct. due Geo.F.Clark__ Acct. agreed to by Admrs., ...	6.00	
	,, Int. on same from Jan.1, '95, to June 7,'97,	.87	6.87
	To Total Amt. of this statement, as of June 7, '97,		$172.74

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****
* Statement "S". *
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A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

R.L.Pennington, Admr., Complt.,)
vs.) In Chancery.
H.J.Russell et al., Defts.

****

EXTRACT FROM DECREE.

"And it appearing that it is proper to recommit this cause to the commissioner herein to make further report, it is adjudged, ordered and decreed that A.M.GOINS, special commissioner herein, shall re-open his account and hear evidence and make report to a future term of this court on the claims set up by said petitioners, and on any other claims against the estate of the decedent, M.C.Parsons, that be brought before him, not heretofore considered or reported on by him".

A Copy Teste: A B Munsey,
Clerk.

****

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 22nd day of April, 1897, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are requested to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court. This March 20, 1897.

A. M. Goins,
Special Commissioner.

****

R. L. Pennington, Admr.

vs } Notice of Comm. for Acct.

H. J. Russell et al.

For Apr. 22, 1897.

Legal service of the within notice is accepted. 4/3/97

R. L. Pennington

Pennington Bros for
A. J. Evans, J. E. Jennett Admr
& others, over right & Eva
Evans & Ellen Jones.

Copies of the within notice were mailed by me to Geo. H. Zion, B. F. Thompson, jun & to R. F. Irvine their atty, and Zion and Thompson appeared before me in person on the day set in notice. A M Evans, Com.

R. L. Pennington, Admr.

vs. { Comrs. Supplemental Report.

H. J. Russell et al.

Filed May 24, 1897.

A. B. Murray Clerk

Com'rs Fee $5.25

July 15th 1897

RECEIVED from R. L. Pennington

Commission on Pennington vs. A. Gilstrap

Eighty One & 87/100 Dollars

based on N. A. Parsons debt vs. M. L. Parsons estate.

$81.87

Pennington Bros.

HENRY J. MORGAN, President. C. E. COUK, Cashier.

Powell's Valley Bank.

$303 82

Jonesville, Va., Feby 15 1897

Received of N. L. Rumington Commr.
Three hundred & three & 82/100 Dollars
as a payment on a judgt in favor
of Wm A. Parsons Vs. W. J. Russell & J. C.
Jessee, Admrs. of & W. C. Parsons, dec'd.

Henry J. Morgan, Atty
for Wm A. Parsons

Coms of R. L. Pennington Admr. vs. Russell & Jane Adams et al

In act wit

1891. R. L. Pennington Comr.

Feby. 15.	To Amt bid and paid on land by H. J. Russell & Jle. Jane, at 1st pa.		402.37
" 15	By Amt Paid H. J. Morgan Assignee of Wm. A. Parsons.	$303.82	
	" Commissions retained.	16.68	
	" Amt paid Pennington Bro. Atty for Parsons. 33.27		
	of which was costs.	81.87	
		402.37	402.37

LAND SALE!

Robt L. Pennington Admr.

vs

~~Russell & Jesse Adm'rs~~ et al — } IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the 11th day of November 1896, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 3rd Monday of February 1897 and at public out-cry, to the highest bidder, to sell the following described property, to-wit:

a certain tract of land containing 112 acres in the Pooleville country of the said county, being the same land sold by Wm. C. Parsons to Mr. C. Parsons, & more fully described in the proceedings of the said Court of N. A. Parsons vs. R. & J. et al

or enough thereof to pay $35.00 & Int., and the costs of ~~the~~ suit, and the commissions of sale, upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in 2 equal installments due in 1, 2, & 3 years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

Robt L. Pennington
Special Commissioner.

This 3rd day of December, 1896.

R. L. Pennington Admr.

vs.

Russell & Jesse Admr et al.

To the Hon W. P. Miller Judge of the circuit Court for Lee County:

In a decree entered in the above styled causes at the Nov. term of your honors court the undersigned commissioner was directed to sell the 4½ acre tract of land or enough thereof to pay the debt of W. A. Parsons, which was for the sum of $315.00 with interest thereon from the 1st day of Jany. 1875, subject to a credit of $3.00 as of Jan 20, 1876, & the sum of $33.27 for cost recovered in a chancery suit of W. A. Parsons vs. Russell & Jesse et al. In pursuance of the said order after have advertised the time terms & place of sale as directed by the said decree, proceeded at the front door of the court house for Lee County on the 15th day of July 1877 to offer enough of the lands for sale to pay the said debt & the highest bid made was $1.25 per acre by H. J. Russell & H. Jesse & to them enough was knocked off to pay

The debt	315.00
Interest	40.32
Cost	33.27
Commissions	16.68
	405.37
Less payment of Jan 20.96.	3.00
	$402.37

Of this bid the said Russell & Jesse have paid the whole to your Commissioner who has paid

the whole over to the parties entitled, to H. J. Morgan $303.82, as assignee of W. A. Parsons & the remainder to Pennington Bros Attys for the said William A. Parsons. Now if this sale shall be confirmed the said Russell & Jesse are entitled to 32/$\frac{104}{125}$ acres out of the said land, & an interest in the same to that extent and a deed to the same. Now having performed the duty required of your commissioner & having executed the order of the said court. I go home to submit this action.

Robt L. Pennington
Special Comr.

R. A. Pennington Adm.
vs.
Report of sale
&c.
Filed in evidence.
by R. L. Pennington.
Russell & Jesse Adams et al
Filed February 18th 1897
W. H. Murray Clk

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

R.L.Pennington, Admr. &c.
vs. } In Chancery.
Russel & Jessee, Admrs. et al.

To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County, Virginia.

Your undersigned Special Commissioner in the above styled cause, appointed by a decree entered therein at the March term, 1896, proceeding to carry out the order of the court, gave notice of the time and place of his sitting &c.

Whereupon came forward one John L. Pennington, who claimed to be a creditor of the estate of M.C.Parsons, Dec'd, and filed an acct. amounting in the aggregate to the sum of $4166.23, which acct. he admitted in the presence of your commissioner was subject to numerous credits known to himself.

Thereupon the Admrs. of the estate of said M.C.Parsons, by their counsel, moved your comr. to require said Pennington to make affidavit as to the justness of his acct. and furnish a list of all just and proper credits before your comr. considered said acct.

Upon this question your comr. ruled that as a matter of equity and good faith on the part of said Pennington he should make affidavit as to the justness of his claim and furnish a list of all proper credits within his knowledge.

To this ruling of your comr. the counsel for said Pennington, objected, and refused to make affidavit to the justness of said acct., or to furnish a list of the credits within his knowledge.

It was therefore agreed by the counsel on both sides, and by your comr. to refer this question to your Honor to say, whether or not said Pennington should be required to make affidavit to the justness of his acct. and furnish a list of all proper credits.

Respectfully Submitted, this May 16, 1896.

A.M.GOINS,
Special Comr.

****

R. L. Pennington Admr. &c

vs } In Chy

Russell & Jessee Admrs. &c

Report of Submission by Comr. to Court.

To the Hon. W.T.Miller, Judge of the Circuit Court for Lee County,

The undersigned was on the 8th day of January,1897, by a decree entered in the chancery cause of R.L.Pennington Admr. of the est te of W.M.Pennington, against Russell and Jessee Admrs. of the estate of M.C.Parsons, Admr. et al, apponted and directed to make and to execute a deed with covenants of special warranty a deed to the land purchased by H.J.Russell and J.C.Jessee on the 16th day of Feby,1897, and having compled with the order as aforesaid, your commissioner, begs leave to report the sad ded made and here filed for the court's in spectio; which is respectfully submitted.

This March.8,1897.

R.L.Pennington

Special Commissionr

D. D. Pennington Admr.

vs. } Report of Deed

Russell & Jason et al -

Filed Mch. 8, 1897.

A B Mursey

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

The Estate of M.C.Parsons, Dec'd,
In Acct. with,
His Creditors.

"1"	To Bal. due J.A.G.Hyatt, guardian for John M. Howard. See Calculation "A", and Claim No. "1",	$1882.15	$1882.15
"1"	To Bal. due C.F.Johnson, Rec., for E.O.Johnson. See Calculation "B", and Claim No. "2",	$1541.59	1541.59
"2"	To Acct. due S.V.F.Richmond, Clerk's fees, with interest from Jan. 1, 1896. See Claim No. "3",	17.40	
	Int. on same to Nov. 1, 1896,	.85	18.25
"2"	To note due R.L.Pennington, Admr., dated June 16, 1893, and payable Sept. 16, 1893. See Claim No. "4", filed with Plffs bill,	205.00	
	Int. to Jan. 29, 1894,	4.54	
	Amt. due Jan. 29, 1894,	209.54	
	By amt. paid Jan. 29, 1894,	12.40	
	Bal. due Jan. 29, 1894,	197.14	
	Int. to Nov. 1, 1896,	32.50	
	Amt. due as of Nov. 1, 1896,	229.64	229.64
"2"	To Acct. due R.L.Pennington, dated Nov. 13, 1894,	5.00	
	Int. on same to Nov. 1, 1896. See Claim No. "5",	.60	5.60
"2"	To note due Mastin Collier, dated Dec. 17, 1889, payable Aug. 1, 1890, See Claim No "8",	90.00	
	Int. to Nov. 1, 1896,	33.75	123.75
"2"	To note due R.L.Pennington, Comr., dated Jan. 21, 1895, due 12 mos. after date, interest from date. See note is signed by Sallie and W.R.Johnson and M.C.Parsons. See Claim No. "6",	404.68	
	Int. on same to Nov. 1, 1896,	43.16	447.84
"2"	To note due R.L.Pennington, Comr., dated Jan. 21, 1895, payable two years after date, signed by Sallie and W.R.Parsons and M.C.Parsons. See Claim No. "7",	404.68	
	Int. on same to Nov. 1, 1896,	43.16	447.84
"2"	To note due Mastin Collier, dated Apr. 2, 1890, payable one day after date. See Claim No. "9",	150.00	
	Int. on same to Nov. 1, 1896,	59.05	209.05
"2"	To note due Mastin Collier, dated Nov. 9, 1891, payable one day after date. See Claim No. "10",	48.15	
	Int. on same to Nov. 1, 1896,	14.40	62.55
"2"	To Acct. due J.O.Gibson & Co, due as of Feb. 17, 1895. See Claim No. "11",	28.15	
	Int. on same to Nov. 1, 1896,	2.88	31.03
"2"	To Acct. due Couk & Orr, as of Dec. 17, 1894, See Claim No. "12",	12.81	
	Int. on same to Nov. 1, 1896,	1.40	14.21
	To this sum carried forward,		$5013.50

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

The Estate of M.C.Parsons, Dec'd,

In Acct. with,

His Creditors, (Continued).

	To this sum bro't forward,		$5013.50
"2."	To note due W.S.Hurst, dated Jan. 24, 1895, and payable one day after date. See Claim #13,	$15.00	
	Int. on same to Nov. 1,1896,	1.59	16.59
"2."	To Judgment assigned to Duncan & Hyatt by Dan'l Hall, with interest from Mar. 1,1896. See Claim #14,	50.00	
	Int. on same to Nov. 1,1896,	2.00	52.00
"2."	To Judgment in favor of the officers of the Court for costs in case of Dan'l Hall vs. Admrs. of M.C. Parsons, including Atty's fee of D. & H. See Claim No. "15",	62.28	62.28
"2."	To Judgment as per Claim No."16", due J.M.Daugherty, Admr., on garnishment, with interest from Mar.1,1896,	20.24	
	Int. on same to Nov. 1,1896,	.81	21.05
"2."	To Bal. on note due H.D.G.Blair, Mar.23,1896, See Calculation "C", and Claim #"17",	446.03	
	Int. on same to Nov. 1,1896,	16.95	462.98
"2."	To Bal. on note due W.M.Smith, Mar. 23, 1896. See Calculation "D", and Claim #"18",	446.03	
	Int. on same to Nov. 1,1896,	16.95	462.98
"2."	To Judgment in favor of Wm.A.Parsons, with interest from Jan.1, 1896. See Claim #"19",	315.00	
	Costs on suit,	33.27	
	Amt. of Judgment and Costs,	348.27	
	By cash paid Jan. 20, 1896,	3.00	
	Bal. due Jan. 20, 1896,	345.27	
	Int. to Nov. 1,1896,	15.75	361.02
"2."	To Acct. of B.F.Couk, dated Dec. 18, 1894. See Claim #"20",	2.00	
	Int. on same to Nov. 1, 1896,	.23	2.23
"2."	To ACCT. due Dr. D.H.Howard, as of Feb. 10,1896. See Claim #"21",	6.00	
	Int. on same to Nov. 1, 1896,	.26	6.26
"2."	To Acct. of J.F.Witt, assigned to H.J.Russell, dated Mar. 22, 1895. See Claim #"22",	4.00	
	Int. on same to Nov. 1, 1896,	.35	4.35
"2."	To Acct. due H.G.Parsons, dated Nov. 1, 1894, assigned to H.J.Russell,	1.00	
	Int. to Nov. 1, 1896. See Claim #"23",	.12	1.12
	To this sum carried forward,		$6466.37

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

The Estate of M.C.Parsons, Dec'd,

In Acct. With,

His Creditors, (Continued).

	To this sum bro't forward,		$6466.37
"2."	To note due J.H.Graham, Exr. of &c., dated Mar. 1,1894, interest from Jan. 1, 1895. Note assigned to J.F. Witt. See Claim #"24", Int. to Nov. 1,1896,	$25.00 4.25	29.25 ✓
"2."	To note due Mollie S.Flanary, dated Feb. 23, 1892, and payable one day after date. See Claim #"25", Int. on same to Nov. 1,1896,	125.00 27.67	152.67 ✓
"2."	To note due Mollie S.Flanary, dated May 6, 1890, and payable one day after date. See Claim #"26", Int. to Nov. 1,1896,	75.00 29.18	
	Amt. due Nov. 1, 1896,	104.18	
	By Art. paid Apr. 16, 1894,	3.00	
	Bal. due Nov. 1, 1896,	101.18	101.18 ✓
"2"	To note to J.F.Witt, Feb.1,1895, with interest from date. Assigned to H.J.Russell. See Claim #"27", Int. to Nov. 1,1896,	6.00 .63	6.63 ✓
"2"	To Acct. due C.E.Johnson, as of Dec. 15,1894. See Claim #"28", Int. to Nov. 1, 1896,	13.90 1.56	15.46
"2"	To note to J.F.Witt, with interest from Jan. 1,1895. Assigned to H.J.Russell. See Claim #"29", Int. to Nov. 1, 1896,	26.00 2.86	28.86
"2."	To note assigned to H.T.Furgerson. Date of assignment Feb. 18, 1894. See Claim #"30", which is assigned by Furgerson to Francis Slagle, Int. to Nov. 1, 1896,	287.84 46.86	334.70 ✓
"2."	To Acct. of Johnson Jessee, as of Jan. 1,1896. Assigned to H.J.Russell. See Claim #"31", Int. to Nov. 1, 1896,	52.50 5.64	58.14
"2."	To Acct. of C.A.Russell, due Feb. 14, 1895. See Claim #"32", Int. to Nov. 1, 1896,	1.00 .10	1.10 ✓
"2"	To Acct. of C.C.Elliott, due Sept. 2,1894. See Claim #"33", Int. to Nov. 1, 1896,	6.00 .75	6.75 ✓
"2."	To Acct. of J.E.Parsons, due July 16, 1895, See Claim #"34", Int. to Nov. 1, 1896,	4.35 .29	4.64 ✓
	To this sum carried forward,		$7205.77

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

THE Estate of M.C.Parsons, Dec'd,

In Acct. with,
His Creditos, (Continued):

	To this sum bro't forward,		$7205.77
"2."	To Acct. of R.J.Wood & Sons, due Mar.1, 1895, See Claim #"35",	$76.50	
	Int. to Nov. 1, 1896,	7.65	84.24 ✓
"2."	To note to R.J.Wood & Sons, due Apr.5, 1895. See Claim #"36",	50.00	
	Int. to Nov 1, 1896,	4.71	54.71 ✓
"2."	To note to R.J.Wood & Sons, due Feb. 17, 1895. See Claim #"37",	139.92	
	Int. to Nov. 1, 1896,	12.34	152.26 ✓
"2."	To Acct. due J.A.G.Hyatt, Clerk's fees. See Claim #"38",	22.98	22.98 ✓
	To Judgment due J.S.Garrison, with interest from Feb. 18, 1895. See Claim #"39",	51.33	
	Cost of suit,	12.36	
"2."	Amt of Judgment and cost,	63.69	
	By amt. paid Aug 26, 1896,	3.50	
	Bal. due on Judgment and cost,	60.19	
	Int. on $51.33, from 2-18,'95, to Nov 1, '96,	5.26	65.45 ✓
"2."	* To note executed to M.D.Richmond, with interest from Mar. 26, 1895. Note assigned to W.G.Nicol. See Claim #"41",	1000.00	
	Int. to Nov. 1, 1896,	35.83	1035.83
"2."	* To Bal. on note executed to M.D.Richmond, with interest from Mar. 26, 1894. Note assigned to W.G.Nicol. See Claim #"42",	1000.00	
	Int. to Oct. 15, 1894,	33.16	
	Amt due Oct. 15, 1894,	1033.16	
	By amt. paid Oct. 15, 1894,	516.66	
	Bal. due Oct. 15, 1894,	516.50	
	Int on same to Nov. 1, 1896,	63.36	579.86
"2."	To Bal. on note executed to Jas.B.Sells, with interest from Oct. 1, 1895. Note assigned to H.J.Morgan. See Claim #"43",	36.00	
	By amt. paid on note as of date,	12.00	
	Bal. on note, as of date,	24.00	
	Int. on bal. to Nov. 1, 1896,	1.56	25.56 ✓
"2."	To Acct. due J.F.Witt, with interest from May 1, 1895. See Claim #"44",	459.99	
	By amt. paid June 15, 1895,	263.04	
	Bal. due June 15, 1895,	196.95	
	Int. on same from 5-1, '95, to Nov. 1, 1896,	17.72	214.67 ✓
"2."	To Bal. on acct. of J.J.C.Flanary & Bro. after deducting witness vs. S. Flanary to amt. of $3. See Claim #"45", with interest from 6-31, '94,	2.45	
	Int. to Nov. 1, 1896,	.35	2.80
	To Total Listed Indebtness,		$9454.22

* These two claims should be credited with $834. as of July 10, 1896.

The Estate of M. C. Parson
In Acct. with
His Creditors.

Statement "C."

$9454.22

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

Inventory of Notes in the hands of Russell and Jessee, Admrs. of the Estate of M.O.Parsons, Dec'd.

List of Notes Regarded as Solvent.

One note against C.E.Johnson, E.O.Johnson and J.F.Skaggs, dated Nov 8, 1894, and payable three years after date, with interest from date. Amt. due Nov 1, 1896, ...	$615.36
One note against C.E.Johnson and E.O.Johnson, dated Apr. 30, 1894, and payable Six mos. after date. Amt. due Nov 1, '96,	112.01
Bal. on note against Samuel Trett, dated Mar. 7, 1897, with interest from Jan. 1, 1898. Bal. Nov. 1, 1896, ...	888.22
Bal. on note against M.F.Duff and L.C.Roop, dated Jan 1, 1894, payable one day after date. Bal. due Nov.1, 1896,	15.08
Bal. due on note against Levi Napier and Eph. Burgain, as of Nov. 1, 1896, ...	17.83
Bal. on note against Ira G.Sprinkle, as of Nov. 1, 1896, . . .	8.40
One note against Harmon Johnson and W.H.Wax, executed to J.C. Jessee, Rec. Amt due as of Nov. 1,1896, ...	35.93
Bal. on note against J.F.Skaggs and John Z.Ely, asof 11-1,1896,	23.41
Amt. of due bill against Wm.A.Parsons, as of Nov 1, 1896, . .	5.61
Amt. on due bill against Peter Shelburn, as of Nov 1, 1896, .	18.20
Amt. of note against G.R.Gilley, as of Nov. 1, 1896, ...	73.44
Amt. of three notes against H.E.Graham, as of Nov 1, 1896, .	338.00
AMT. of eight notes against R.H.Sage, as of Nov. 1,1896, . .	331.02
Bal. of debt against Henry Nicol, ...	10000.00
Total Amt of Solvent notes, with Int. to 11-1, '96,	$12480.61

Several of the notes in the above list are not due yet and will not be for some years.

"D."

List of Notes Regarded as Doubtful.

One note against W.R.Clawson, Dec'd, dated Jan. 15, 1891, Payable 12 mos.after date, with interest from date. The bal. due on this note as of Nov. 1, 1896, is	$193.09

There is only one note in this list.

List of Solvent &
Doubtful Notes
in hands of Russell
& Jessee, Admrs of
M. C. Parsons, Decd.

Statement "S."

&

Statement. "D."

$12480.61.

$173.09.

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

1

The Estate of M.C.Parsons, Dec'd,

(1st Yr.)

In Acct. with,

Russell & Jessee, Admrs.,

			Cr.
1895,			
Feby	23,	By Check of C.E.Flanary,	$63.13
,,	23,	,, Cash on hand by decedent,	1.03
Mar.	5,	,, ,, from Samuel Trett,	40.00
,,	5,	,, ,, ,, Henry Nicol,	52.30
,,	7,	,, 201 4/5 bu. corn, at 50¢,	100.72
,,	14,	,, Cash from S. Turner,	2.40
,,	18,	,, ,, ,, M.F.Duff,	5.00
Apr.	11,	,, ,, ,, W.P.Sprinkle,	67.08
May	11,	,, ,, ,, J.P.Ely,	80.85
,,	11,	,, ,, ,, H.Barber,	25.00
June	10,	,, ,, ,, J.L.Pennington,	40.00
July	8,	,, ,, ,, J.L.Pennington,	24.00
,,	15,	,, ,, ,, W.F.Hobbs et al, note,	150.00
,,	20,	,, ,, ,, Myres & Gilley,	10.30
Aug.	14,	,, ,, ,, J.W.Fleenor,	4.42
Sept.	10,	,, ,, ,, J.L.Pennington,	19.54
,,	15,	,, ,, ,, J.L.Pennington,	15.00
,,	26,	,, ,, ,, J.L.Pennington,	45.36
,,	26,	,, ,, ,, G.W.Pennington,	95.63
Oct.	4,	,, ,, ,, Polk Kelly,	8.00
,,	19,	,, ,, ,, H.K.Pennington,	20.80
,,	28,	,, ,, ,, J.L.Pennington,	24.00
Nov.	6,	,, ,, ,, Alex Litton,	197.16
,,	6,	,, ,, ,, John Delclisure,	50.00
,,	11,	,, ,, ,, M.E.Spencer,	.35
Dec.	2,	,, ,, ,, N.G.Turner,	10.00
,,	12,	,, ,, ,, Gilley & Graham,	13.65
,,	20,	,, ,, ,, J.C.Jessee,	5.00
,,	25,	,, ,, ,, E.Daugherty,	8.44
,,	26,	,, ,, ,, S.R. Gilley,	60.00
,,	31,	,, ,, ,, Samuel Trett,	15.00
1896,			
Feby	2,	,, ,, ,, Polk Kelly,	16.50
,,	6,	,, ,, ,, H.B.Graham,	148.00
,,	16,	,, ,, ,, Dan Byington,	2.65
1895, Apr.	18,	,, Lumber on hand at death of decedent, not otherwise charged. Lumber sold to E.M.Spears,	461.50
1895-6,		,, Total procedes of lumber furnished to N.L. & A. Johnson, on contract of decedent,	6585.69
1895,		,, Amt. of corn reserved at sale for W.R.Johnson, (not included in sale bill), and which was afterwards furnished to him according to contract with decedent,	444.05
1895,		,, Six stacks of hay furnished W.R.Johnson, as per above conditions,	90.00
1896, Feby	20,	By Total Receipts of 1st year,	$9000.52

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

2

The Estate of M.C.Parsons, Dec'd,

(1st yr.)

In Acct. with,

Russell & Jessee, Admrs.,

			Dr.
1895,			
Mar. 7,	To Cash paid	C.T.Duncan, per voucher No. "1",	$150.00
,, 7,	,, ,, ,,	M.R.Gilley, ,, ,, ,, "2",	100.72
,, 7,	,, ,, ,,	S.V.F.Richmond, ,, ,, "3",	7.50
,, 8,	,, ,, ,,	J.M.Mosley, ,, ,, ,, "4",	15.00
,, 18,	,, ,, ,,	L.C.Roop, ,, ,, ,, "5",	10.00
Apr. 15,	,, ,, ,,	W.H.Eads, ,, ,, ,, "6",	2.00
,, 16,	,, ,, ,,	P.G.Bank, ,, ,, ,, "7",	271.80
,, 16,	,, ,, ,,	P.G.Bank for &c., ,, ,, "8",	38.42
,, 27,	,, ,, ,,	Jos. Lawson, ,, ,, ,, "9",	7.60
May 11,	,, ,, ,,	Smith & Blair,, ,, ,, "10",	815.00
June 4,	,, ,, ,,	J.P.Ely, ,, ,, ,, "11",	7.00
,, 10,	,, ,, ,,	W.S.Crowell, ,, ,, ,, "12",	25.00
,, 10,	,, ,, ,,	W.N.G.Barron, ,, ,, ,, "13",	.88
July 9,	,, ,, ,,	H.J.Russell, assignee, ,, "14",	5.85
,, 11,	,, ,, ,,	M.L.Dodson, ,, ,, ,, "15",	4.00
,, 15,	,, ,, ,,	J.F.Witt, ,, ,, ,, "16",	250.00
,, 15,	,, ,, ,,	W.F.Hobbs, ,, ,, ,, "17",	72.00
,, 20,	,, ,, ,,	Smith & Blair,, ,, ,, "18",	100.00
Aug. 17,	,, ,, ,,	C.E.Cheek, ,, ,, ,, "19",	5.25
,, 14,	,, ,, ,,	E.E.Larmer, ,, ,, ,, "20",	3.00
Sept. 23,	,, ,, ,,	A.E.Cornett, ,, ,, ,, "21",	2.25
,, 26,	,, ,, ,,	Smith & Blair,, ,, ,, "22",	140.00
Oct. 11,	,, ,, ,,	W.G.Bishop, ,, ,, ,, "23",	5.00
,, 23,	,, ,, ,,	A.M.Goins, Comr., ,, ,, "24",	61.50
Nov. 6,	,, ,, ,,	C.E.Johnson, Rec., ,, ,, "25",	75.00
,, 6,	,, ,, ,,	Smith & Blair,, ,, ,, "26",	160.00
,, 6,	,, ,, ,,	P.G.Imp.Co., ,, ,, ,, "27",	86.30
,, 18,	,, ,, ,,	Treas. for Tax, ,, ,, "28",	78.44
,, 27,	,, ,, ,,	M.B.Carnes, ,, ,, ,, "29",	35.33
Dec. 2,	,, ,, ,,	C.E.Johnson,Rec., ,, ,, "30",	150.00
,, 3,	,, ,, ,,	T.P.Hughes, ,, ,, ,, "31",	1.50
,, 6,	,, ,, ,,	F.Burk, ,, ,, ,, "32",	17.84
,, 26,	,, ,, ,,	C.E.Johnson, Rec., ,, ,, "33",	58.00
1896,			
Jan. 21,	,, ,, ,,	W.A.Parsons, ,, ,, ,, "34",	3.00
,, 28,	,, ,, ,,	Wm.Hedrick, ,, ,, ,, "35",	8.04
,, 20,	,, ,, ,,	G.W.Blankenship, ,, ,, "36",	2.50
Feb. 8,	,, ,, ,,	M.L.Dodson, ,, ,, ,, "37",	28.00
,, 10,	,, ,, ,,	Smith & Blair,, ,, ,, "38",	200.00
,, 10,	,, ,, ,,	P.G.Bank, ,, ,, ,, "39",	7.95
,, 17,	,, ,, ,,	J.A.G.Hyatt, Guar.,,, ,, "40",	100.00
1895-6,	,, Amt. paid	W.R.Johnson, ,, ,, "41",	1923.63
,, ,,	,, ,, ,,	W.R.Johnson, ,, ,, ,, "42",	1099.15
,, ,,	,, ,, ,,	N.L.Johnson, ,, ,, ,, "43",	1923.63
,, ,,	,, Bal. ,,	N.L.Johnson, ,, ,, ,, "44",	433.44
1895,	,, Amt. of corn furnished to W.R.Johnson on contract of decedent. (See Comr's report in case of Russell & Jessee, Admrs. vs. W.R.Johnson et al.),		444.05
,,	,, Amt. of Six stacks of hay furnished to W.R.Johnson. (See Comr's report above,),		90.00
Apr. 18,	,, Lumber furnished to E.M.Spears to pay note at P.G.Bank. (See voucher No. "45"),		461.50
1896, Feby 20,	,, 10% Com. on Recpts of 1st yr., ($9000.53),		900.05
	To Total paid out 1st year, including Com.,		$10345.79
	By Total Receipts of 1st year,		9000.53
1896, Feby 20,	To Bal. due Admrs. 1st year's Settlement,		$1344.66

E... of costs against ...

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

The Estate of M.C.Parsons, Dec'd,

(2nd Yr.)

In Acct. with,

Russell & Jessee, Admrs.,

					Cr.
1896,					
Feby	22,	By	Cash from	B. Daugherty,	$10.50
,,	27,	,,	,, ,,	B.Daugherty,	9.70
,,	29,	,,	,, ,,	J.McQueen,	1.00
Mar.	5,	,,	Amt. of Sale Bill due this day,		1280.54
,,	21,	,,	Cash rec'd from sale of W.R.Johnson stock,		200.30
May	1,	,,	,, ,, ,,	J.McQueen,	1.00
,,	9,	,,	,, ,, ,,	J.F.Skaggs,	10.00
,,	28,	,,	Amt. of 2nd Sale Bill, due Jan. 1st 1897,		175.30
June	4,	,,	Cash rec'd from Henry Nicol,		61.15
,,	25,	,,	,, ,, ,,	G.W.King,	.52
July	10,	,,	,, ,, ,,	Nicol, on contract,	834.00
,,	28,	,,	,, ,, ,,	J.McQueen,	2.00
Sept.	25,	,,	,, ,, ,,	J.J.Carter,	24.96
		By	Total Receipts of 2nd Year, to Oct. 1st, 1896,		$2610.97

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

4

The Estate of M.O.Parsons, Dec'd,

(2nd Yr.)

In Acct. with,

Russell & Jessee, Admrs.,

									Dr.
1896,									
Feby	20,	To Amt. overpaid last year,							$1344.66
,,	29,	,, Cash paid C.F.Johnson, Rec.,				per voucher No.		"1a",	100.00
Mar.	5,	,,	,,	J.P.Shelburn,	,,	,,	,,	"2a",	1.00
,,	1,	,,	,,	A.K.McClure,	,,	,,	,,	"3a",	3.00
,,	23,	,,	,,	Smith & Blair,	,,	,,	,,	"4a",	300.00
,,	23,	,,	,,	J.A.G.Hyatt,	,,	,,	,,	"5a",	200.00
,,	13,	,,	,,	C.E.Johnson, Rec.,	,,	,,	,,	"6a",	154.22
Apr.	1,	,,	,,	Myres for Tax,	,,	,,	,,	"7a",	.88
,,	10,	,,	,,	W.D.Zion,	,,	,,	,,	"8a",	1.00
,,	23,	,,	,,	J.B.Shufflebarger,	,,	,,	,,	"9a",	1.80
May	9,	,,	,,	Pennington Bros.,	,,	,,	,,	"10a",	50.00
,,	1,	,,	,,	J.C.Noel,	,,	,,	,,	"11a",	5.00
,,	12,	,,	,,	C.E.Johnson, Rec.,	,,	,,	,,	"12a",	39.95
,,	18,	,,	,,	J.Daugherty,	,,	,,	,,	"13a",	15.24
,,	20,	,,	,,	S.V.F.Richmond,	,,	,,	,,	"14a",	16.40
,,	28,	,,	,,	J.P.Graham,	,,	,,	,,	"15a",	6.25
,,	28,	,,	,,	V.H.Kelly,	,,	,,	,,	"16a",	3.50
,,	28,	,,	,,	G.W.Bishop,	,,	,,	,,	"17a",	1.00
June	4,	,,	,,	J.B.Shufflebarger,	,,	,,	,,	"18a",	.70
,,	12,	,,	,,	J.A.G.Hyatt,	,,	,,	,,	"19a",	150.00
,,	24,	,,	,,	J.C.Noel,	,,	,,	,,	"20a",	10.50
,,	24,	,,	,,	Dilard Graham,	,,	,,	,,	"21a",	1.00
,,	24,	,,	,,	V.H.Kelly,	,,	,,	,,	"22a",	1.00
,,	24,	,,	,,	C.E.Johnson, Rec.,	,,	,,	,,	"23a",	35.96
July	20,	,,	,,	C.B.Trett,	,,	,,	,,	"24a",	.50
,,	20,	,,	,,	T.P.Hughes,	,,	,,	,,	"25a",	4.60
,,	20,	,,	,,	V.H.Kelly,	,,	,,	,,	"26a",	.90
,,	27,	,,	,,	A.J.Litton,	,,	,,	,,	"27a",	1.50
,,	29,	,,	,,	C.E.Johnson, Rec.,	,,	,,	,,	"28a",	10[illegible]
Aug.	5,	,,	,,	W.V.Litton,	,,	,,	,,	"29a",	12.50
,,	27,	,,	,,	J.S.Garrison,	,,	,,	,,	"30a",	3.50
,,	22,	,,	,,	H.J.Newman,	,,	,,	,,	"31a",	.82
Sept.	21,	,,	,,	Wm.Hedrick,	,,	,,	,,	"32a",	21.21
,,	25,	,,	,,	Pennington Bros.,	,,	,,	,,	"33a",	25.00
July	10,	,,	,,	A.L.Pridemore, by N.,	,,	,,	,,	"34a",	834.00
Oct.	1,	,,	10% Com. on Rec'pts to date, 2nd Year,						261.09
1896, Oct.	1,	Total paid out 2nd Year, including Commissions,							$3708.78
,,	,,	1,	By Total Rec'pts 2nd Year, to date,						2610.97
1896, Oct.	1,	To Bal. due Admrs. on 2nd Year's setlmt, as of date,							$1087.81

The Estate of M. C. Parsons
In Acct. with
Russell & Jesse Admrs.

Statement "R. & J."

— $1087.81.

[illegible]

[illegible]

[illegible] Bi[illegible] [illegible]

[illegible] four [illegible]

[illegible]

[illegible] years since [illegible]

[illegible] 167 [illegible] [illegible]

[illegible] Ficks [illegible] [illegible]

[illegible] the [illegible] 62 [illegible]

[illegible] 031932 [illegible]

[illegible] said parcel

[illegible] 13½ [illegible] said [illegible]

[illegible] 66½

[illegible] 160 [illegible] the same [illegible]

[illegible] said [illegible] frame

[illegible] without [illegible] at the

[illegible] and has [illegible]

[illegible] Pennsylvania Mining Co

[illegible] hereby covenant that they

[illegible] said [illegible]

[illegible] encumbered [illegible]

[illegible] warrant [illegible] title [illegible]

[illegible] purchaser

[illegible] right [illegible] said [illegible]

[illegible]

[illegible] to the [illegible]

[illegible] and [illegible] purchasers [illegible]

shall be fully [illegible]

Witness the following signatures and seals

[illegible] (?) Thomas (Seal)

[illegible] (Seal)

[illegible]

[illegible] a commissioner in chancery

[illegible] certify that the same

[illegible] was made to me by, that Thos.

Thomas and Mary Thomas [illegible]

[illegible] 26th [illegible]

[illegible] appeared [illegible]

[illegible] together and [illegible] to their

[illegible] and Thos. Thomas [illegible]

[illegible] the deed of said

[illegible] to be their act and

[illegible] understand

the [illegible]

[illegible] Mary [illegible]

[illegible] Morgan [illegible]

Filed in county court clerk's office January 30th [illegible]

[illegible]

T. P. Lewis & wife

To 3 Deeds

M. L. Parsons –

Copy

From D. B.

© 75 c

Memorandum of a Contract made and entered into this Day by and between John L. Pennington of the first part and M. C. Parsons of the second part.

Witnesseth that whereas the party of the first part agrees to sell and the party of the second part agrees to pay to sell a debt which the party of the first part holds against C. E. Mallett, for the sum of eight thousand eight hundred and twenty Dollars which is secured by a lien upon a tract of land sold by the party of the first part to said C. E. Mallett and a Deed of Conveyance made by said party of the first part to said Mallett and now of record in the clerks office of the County Court of Lee County to which reference is here made for a more particular description of said debt and the land securing the same and which said debt herein above mentioned is secured by the retaining of a Vendors lien thereon and the party of the first part hereby sells transfers assigns and its over to the party of the second part said debt of $8820.00 and hereby Conveys to the party of the second part all the right title and interest he has in and to said lien so retained on said land for the securing of the debt aforesaid,

In Consideration of the ass

aforesaid the party of the second part agrees to pay, and hereby pays in hand to the party of the first part, the sum of Seven thousand four hundred and ten Dollars to be paid and is paid as follows Viz: Four Thousand One hundred and Forty Dollars, in the Wm. A. Parsons tract of land situated in the Pocket on the waters of Straight Creek Lee County Va. and is the same whereon the said Wm. A. Parsons now resides containing 412 acres be the same more or less and for a more particular description thereof reference is here made to the Deeds & title papers of the said Wm. A. Parsons now of record in the Clerk's office of the County Court of Lee County Va. But no conveyance of the said tract is to be made until the debt herein first mentioned shall be fully paid: It being understood that the legal title thereto is hereby retained as security for so much of the assignment herein made as the price of said land, covers. And for the residue three thousand two hundred and Ninty, ($3290) dollars the said M. L. Parsons this Day assigns to said J. E. Pennington Notes and bonds on various persons now and hereafter to become due: and which are fully shown by said Notes and bonds and the assignments thereon, The herein title assigned

the party of the first part is due payable in seven years & six mon. about with the interest thereon payable semiannually, Witness the following Signatures & Seals this February 2d 1894.

J. L. Pennington (Seal)
M. C. Parsons (Seal)

Virginia Lee County to wit:

I S. F. Richmond Clerk of the County Court for the County aforesaid in the State of Virginia do Certify that J. L. Pennington & M. C. Parsons whose names are signed to the writing above bearing date on the 2nd Day of February 1894 have acknowledged the same before me in my County aforesaid & said Deed is admitted to record.

Given under my hand this 2nd day of February 1894.

S. F. Richmond

Teste: S. F. Richmond Clerk.

Geo. K. Pennington
to Fred J
M. C. Parsons.

F.B. 29 Sept. 87

Cobetts

R.L. Pennington Adm'r
vs. { "Exhibit E"
with Bill
A.J. Russell et al -
Filed

This Deed made this the 27th day of February,1895, by and between O.C.Lee of the one part and R.L.Pennington of the other part,all of the County of Lee and State of Virginia.

Witnesseth that for and in consideration of the sum of (150) One Hundred and fifty Dollars paid and secured to be paid the receipt of which is herby acknowledged; the said O.C.Lee has this [illegible]ted,bargained,and sold and by these presents do hereby [illegible],bargain sell and convey unto the said R.L.Pennington a certain lot or parcel of land lying and being in the County of Lee on the North Side of the Main road ,south-west of the town of Jonesville,Va, and bounded as follows ,to-wit, Beginning at a stake on the north bank of the public road,N.13.W.274 feet,S.72,W.200Ft. S.13 E.274 feet to the main road and with same N.72 E.200 feet to the Beginning containing one and one fourth acres,together with all the appurtinances belonging to the same . To have and to hold the said tract or parcel of land unto the said R.L.Pennington and his heirs and assigns forever. And the said O.C.Lee herby binds himself to warrant generally the title to the said tract of land herby conveyed against the claims of all persons whatsoever. And there being Sixty seven Dollars of the Purchase money still unpaid as evidenced by the note of the said R.L.Pennington executed to H.C.Joslyn and bearing even date with this deed,a vendor's equitable lien is herby retained upon said land untill the purchase money is fully paid. Witness the following signature and seal the day and year first above written

O.C.Lee SEAL.

Virginia,Lee County, to-wit:

I,H.C.Joslyn, a Justice of the peace in and for the County of Lee and State aforesaid,do hereby certify that O.C.Lee whose name is signed to the foregoing deed bearing date the27th day of Feb.1895,has this day acknowledged the same before me in my

Virginia

County and State aforesaid. Given under my hand this the 27th day of February, 1895.

H. C. Joslyn J.P.

Virginia Lee County to wit:

In the office of the clerk of the County Court for said County, the 17th day of December 1896, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: [illegible]

Robt L. Pennington

Grant Deed

O. C. Lee.

Recorded in Deed Book
No 33 Pag 238
S. V. F. Richmond Clerk

Examined

C 1.25
J .50
R 1.75

Filed for record Decr
17th 1896.
S. V. F. Richmond Clerk.

Appraisement of the Personal property of the Estate of M. C. Parsons, Feby 22, 1895.

E. B. Farmer
G. H. Bishop } Appraisers.
A. K. McClure

One Deering Reaper	80 00
One small & 1 d eleven large Millet Hay Stacks	150 00
One Timothy Hay Stack 18 sold	10 00
One Hundred and twenty five bus of Wheat 50 cts bus	62 50
Two Hundred Bus of Oats 35 cts	70 00
Twenty four hundred bus of corn at 50 per bus	
One Wagon load of top fodder in field	10 00
One Deering Mower and Rake	35 00
Two two horse wagons	25 00
One Hay Rack	1 00
One Spring wagon	25 00
One top Buggy	12 00
Two Beef Hides	50
One Harrow	50
One Double Plow	1 50
One single Plow stock	25
One Feed Basket	15
One set of Wagon Harness	1 00
One Buggy Bridle	25
Two Milk Cows	30 00
One Ox	6 00
One Black Mare	40 00
Two Mules One Thirty & one 40 00	70 00
One Yearling heifer	7 00
Forty One Hogs	120 00
One O. C. Turning Plow	3 50
One set of Log Hooks	40
Two Sets of Buggy Harness	2 50
One back and hip Strap	10
Three Pitch forks	

One post hole digger	75
One Shovel	50
Two Sledge Hammers	100
One Emory Wheel	200
One Saddle	200
One half Bus Measure	25
One Grain Shovel	25
One Side Saddle	300
One Breech Loading Shotgun	700
One Grind Stone	50
Four Hundred lbs of Bacon @ 8⅓	33333⅓
One pair of Balances	75
One five Gallon stone jar	50
One two Gal jar	20
Nine Crocks	80
One Dining table	200
Two sets of Plates	100
Two Covered dishes	75
One set tea Cups & Saucers	50
Two Cake plates	25
One set China plates	30
One tea Pot	10
Ten Saucers & four cups	25
Eleven Desert dishes	65
One cake Stand	25
Two dishes	50
One lot of dishes	150
Seventy One fruit Cans	150
Three Pell " "	75
One Kollender Clothes	500
" "	100
One Beaurs	500
One Mirror	50
One Wash Stand	50
One Chest	100
One Patent quilting frame	20
Ten Chairs	200
One writing Desk	75
One Small Table	50
Three Balls of Bind Twine	75
One Milky Cow	10 00

One Bed sled	50
Bed and fixtures	1000
One Bed Pillows & Cases	700
" " " "	700
" " Stead	100
One large Kettle	100
One large Iron	50
Two sets of Andirons	100
Two Yandys	75
One walsh	10 00
Three Seythes and one Snathe	150
Fourteen Geese	350
Thirty five Chickens	300
Four Turkeys	120
One Bed sted and two ticks	300
One Trunk	75
Three Scythes and Snathes	100
One Hog Ringer	15
One Lard Box	
One pair of Hames	15
One Horse Collar	20
Stay Iron	10
Three Grain Cradles	150
One Shovel	15
One Mould Board	25
One Scythe Blade	50
One pocket Die bow	25
One Grind Stone	
One pair of Candle Moulds	10
Two Rag Carpets	200
Three sets of Curtains	45
One Barrel	10
One set of Harness and Lines	25

Given under our hands this 8th day of August 1895

A. K. McClure.
Geo. H. Bishop.
C. F. Barnes.

Virginia, Ree County to wit:
In the Office of the Clerk of said

Filed this 8th August, 1895 - This Appraisement Bill was presented and admitted to record.

Teste: S. H. Richmond, Clerk.

A copy
Teste: S. H. Richmond, Clerk.

Appraisement Bill

W. G. Eastman,
Terrell.

Filed & recorded
this 8 day
August 1895

$ .75

[illegible]

M. C. Parsons
atty. J. Flemming

Filed before me as the contract under which the logs in the creek of John J. Flemming were sold.

J. M. Lewis
Comr.

[illegible]

[illegible] to a stake in the [illegible] 29½° E-24 links [illegible] 39° E-33 [illegible] the [illegible] Cedar [illegible] the [illegible] N. [illegible] 22 links passing [illegible] dwelling [illegible] Strawberry [illegible] a small cedar on the river [illegible] N. [illegible] 25 links [illegible]

[illegible] south [illegible] Parallel East [illegible] corner to
Range [illegible] Section [illegible] and [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
and 64° East [illegible] leaving the river to
two Black [illegible] [illegible] Harwagon
[illegible] 36° East [illegible] to a [illegible]
[illegible] 27° [illegible] [illegible] [illegible]
[illegible] 14 [illegible] [illegible] place to
[illegible] East [illegible] to a stake near a
walnut [illegible] 57.94 [illegible]
[illegible] 57 links to [illegible] [illegible]
[illegible] 23° [illegible] links to a cedar [illegible]
[illegible] 17 links to a apple tree [illegible] 1° 36' [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] with the lines thereof S 71° 29' [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] 70.29 73 rods to [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] 17.30 links to a stake [illegible] 1½° 11' 33
links to the [illegible] a containing [illegible]
[illegible] [illegible] [illegible] and to hold the
said [illegible] [illegible] [illegible] [illegible] [illegible]
thereunto belonging to the said [illegible]
and [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible]

[illegible]

[illegible]

[illegible]

Wm. A Baldwin.

To of Deed

M. C. Parsons.

copy.

From D B.

C-75

This deed made this the 9th day of May 1887, by and between M. C. Parsons of the one part and C. T. Duncan Trustee of the other part, both of Lee County Virginia, Witnesseth, that Whereas the said M. C. Parsons has this executed to H. L. G. Blair his note for $1250.00 to become due and payable by the first day of March 1895, and has executed his note to W. M. Smith for a like sum of $1250.00 to become due and payable by the said first day of March 1895 and being desirous to secure the payment of said two notes, doth hereby grant and convey unto the said C. T. Duncan Trustee as aforesaid the following real Estate, to Wit: The tracts of land purchased by said Parsons from T. P. Barnes, Wm. H. Taylor wife, Elizabeth Jessee & Lafayette Zion, and on which the said Parsons now resides, containing 600 acres more or less, to have and to hold the said real estate together with the appurtenances thereunto belonging unto the said C. T. Duncan and his heirs forever. In trust nevertheless, Now if the said M. C. Parsons shall well and truely pay to said H. L. G. Blair and W. M. Smith the said notes when they become due, then this deed to be void, but should he fail to pay the same when due, then it shall be the duty of said Trustee, when so directed by said Blair and Smith to proceed at the front door of the Court house of this County, on some Court day to sell to the highest bidder for cash in hand, the said real estate or so much thereof as may be necessary to pay and satisfy said two debts and the cost of drawing and recording

this deed, after having advertised said sale for at least thirty days on the front door of the Court-house of said County, and in the Vicinity of said land

Witness the following signature & seal.

M. C. Parsons (Seal)

Virginia Lee County to wit:

I James W. Orr Commissioner in Chancery for the Circuit Court of said County, do certify that M. C. Parsons, whose name is signed to the foregoing deed bearing this date, this day personally appeared before me and acknowledged the same to be his act and deed for the purposes therein mentioned. Given under my hand this 9th day of May 1887

James W. Orr Commissioner

Virginia, Lee County Court clerks office the 9th day of May 1887. The foregoing deed bearing date May the 9th 1887, between M. C. Parsons of the one part, and C. T. Duncan Trustee of the other part, both of Lee County Virginia, was this day filed in this office and admitted to record upon the certificate of James W. Orr Commissioner in Chcy for the Circuit Court of Lee County Virginia

Teste John R. Gibson clerk

A Copy

Teste: J. W. Richmond Clerk

N. C. Parsons.
To Deed of Trust
C. C. Duncan
Dec. 9 -

Calendar 50 cts

This deed made this May 15th 1892
between M. C. Parsons party of the first
part and George W. Parsons party of
the second part, both of Lee County
Virginia, witnesseth that for and in con-
sideration of natural love and affection
the said party of the first part (being
the father of the said party of the second
part) after reserving unto himself a
life estate in the premises hereinafter
mentioned the said party of the first part,
subject to the life estate aforesaid, with-
out any right of the party of the second
part to claim or hold responsible for
any waste he may commit on the
premises hereinafter described, doth
hereby give, grant, convey and confirm
subject to the life estate and privileges
aforesaid a certain tract or parcel
of land lying and being in Lee County
Virginia on the Rest Knob, and being
the same land that was conveyed
by Henston Beaty and wife to M. D.
Richmond on the day of 18
which deed is of record in Deed Book
pr and to which deed reference
is here made for a more particular

description for the metes and bounds thereof. To have and to hold, subject to the life estate aforesaid, unto the said party of the second part and his heirs forever. Witness the following signature and seal, this the day and year first above written.

M. C. Parsons (Seal)

Virginia Lee County to wit:

I, E. W. Pennington a Notary Public in and for the County aforesaid and the State of Va, do certify that M. C. Parsons whose name is signed to the writing above bearing date on the 12th day of May 1892, has acknowledged the same before me in my County aforesaid. Given under my hand and seal, this the 12th day of May 1892.

E. W. Pennington N.P.

Virginia Lee County to wit:

In the office of the Clerk of Said County the 27th day of February 1895, this deed was presented and together with the certificate thereon annexed admitted to record.

Teste: J. V. F. Richmond Clerk

A Copy:

Teste J. V. F. Richmond Clerk

Geo W. Parsons

From Copy of Deed

M. C. Parsons.

Deed Book 31 page 215

Clerk's Office

This deed made this May 12th, 1892 between M.C. Parsons, party of the first part, and George H. Parsons party of the second, both of Lee County Virginia:
Witnesseth that for and in Consideration of natural love and affection the said party of the first part (being the father of the said party of the second part), after reserving unto himself a life estate in the premises hereinafter mentioned, the said party of the first part, subject to the life estate aforesaid, without any right of the party of the second part to claim or hold responsible for any waste he may commit on the premises hereinafter described, doth hereby give, grant, convey and confirm, subject to the life estate and privilege aforesaid a certain tract or parcel of land lying and being in Lee County Virginia, on the Elk Knob, and being the same land that was conveyed by Huston Beaty and wife to M.D. Richmond on the day of 18 which deed is of record in Deed Book p and to which deed reference is here made for a more particular discription for the metes and bounds thereof. To have and to hold, subject to the life estate aforesaid unto the said party of the second part and his heirs forever.
Witness the following signature on

seal, this the day and year first above written

M. C. Parsons. (Seal)

Virginia Lee County to wit:

I E. W. Pennington, a notary public in and for the County aforesaid and the State of Va., do Certify that M. C. Parsons whose name is signed to the writing above, bearing date on the 12th day of May, 1892, has acknowledged the same before me in my County aforesaid.

Given under my hand and seal, this the 12th day of May, 1892.

E. W. Pennington N. P.

Virginia Lee County to wit:

In the Office of the clerk of said County the 27th day of February 1895 this deed was presented and together with the Certificate thereto annexed admitted to record.

Teste: S. W. Richmond Clerk

Copy

Teste S. W. Richmond Clerk

M. C. Parsons
To
George H. Parsons
Filed [illegible]

C[illegible]

R. L. Pennington & Adm.

vs. "Exhibit A" with Bill

H. J. Russell et al.

This Agreement made this 6th day of October 1894 Between M. L. Parsons of Lee Co. Va. of the first part and Henry Neale of Middlesborough Ky of the second part Witnesseth; That the party of the first part agrees to sell, set over & transfer to the party of the second part, all that parcel of land known as the Elk Knob Farm, lying in Lee, Co. Va. and this is understood to be a sale in gross & not by the acre same being all land on and adjoining said Elk Knob and now in possession of said party of the first part, that can be included in the boundary for the sum of Twelve Thousand Dollars ($12000.00) paid and to be paid as follows;

Fifteen Hundred Dollars ($1500.00) by the Conveyance by the Pocket Co, to the party of the first part, of all right, title and interest belonging to the Pocket Co, in a tract or parcel of land lying in the Pocket in Lee Co. Va. and Containing eleven hundred & sixty five (1165) acres, be it more or less, said tract being the same as that Conveyed By Deed to the Pocket Co by Charles E Mallett, and conveyed by Deed to Charles E Mallett, by John L. Pennington, both of which Deeds are recorded in County Clerks Office at Jonesville and reference is hereby made to said records for a particular description of said land [illegible]

($500.00) to be paid to the party of the first part On October 1st 1895 and Eleven $1,100.00
Hundred Dollars to be paid on the 1st day December 1896 and to be paid on each first day of December following, until the full amount has been paid Interest on the deferred payments is to be calculated at (3%) per cent per annum, The party of the first part agrees to accept in payment in payment of the amount of interest falling due each year, Either Cash or pasturage estimated at one Dollar ($1.00) per month for each horse, mule, Ox or Cow, and each head of Cattle three (3) years old or over and Seventy five Cents per month for each head of two years old & less than three and fifty Cents per month per each head of yearlings, or Corn delivered at the farm owned by the party of the first part on Hickory Flats, value of said Corn to be estimated at fifty Cents (50cts) per bushell. If the amount of interest is paid in Cash, it is to be paid on December 1st of each year Beginning December 1st 1895, and if in grazing it is to be taken During the seven months between April 1st and November 1st of each year, Beginning April 1st 1896 for the year then past and if in Corn it is to be delivered during the month of December of each year, Beginning December 1 1895, The part[illegible]

agrees to give a good & sufficient bond for the title of the property conveyed by him, and to deliver to the party of the second part, a deed of said land with vendors lien reserved, before December 1st 1896, and to give the party of the second part possession of the land on November 15 1894. And the party of the second part agrees to cause to be given by the Comet Co, to the party of the first part, a deed of the aforesaid tract of land in the Pocket, containing about 1165 acres and formerly owned by John L. Pennington and to grant to the party of the first part undivided possession of the land all interlineations and alterations on this paper were made previous to signing.

Witness our signatures and seals this 6th day of October 1894.

Witness John Delcliser

M. C. Parsons (Seal)

Henry Neale (Seal)

Virginia Lee County to wit:

I A. E. Hyatt a Notary Public for the County in the State aforesaid do hereby certify that Henry Neale whose name is signed to the forgoing writing bearing date October 6th 1894 has acknowledged the same before me in my County aforesaid And I also certify that John Delcliser whose name appears as a witness to above contract, for

Agreement
M. C. Parson
and
Henry Nicole.

(Recorded Page 177
Lien Book 32

"Robt. L. Pennington Admr
vs. { "Exhibit B."
with bill
H. J. Russell et al.

Examined.

at the time M. C. Parsons & Henry Nicole made and executed the above contract on Oct. 6/94 & that he witnessed the signature of both parties and read the contract to M. C. Parsons. And I also certify that H. N. Mitchell personally appeared before me and made oath that he was present in the above named Parsons & Henry Nicole executed the foregoing contract, that he witnessed the signature of both parties, that he read the above contract to M. C. Parsons, that he

This deed made this 12th day of May, 1892, by and between M. C. Parsons, party of the first part and Ellen Jessee, party of the second part, both parties of Lee County Virginia;

Witnesseth that for and in consideration of natural love and affection the said party of the first part, being the father of said party of the second part, after reserving unto himself a life estate in the premises herein after mentioned the said party of the first part, subject to the life estate aforesaid, and without right on the party of the second part to claim or hold the party of the first part responsible for any waste, do hereby give, grant, convey and confirm, subject to the life estate aforesaid, a certain tract or parcel of land lying and being in Hickory Flats in the County of Lee and State of Virginia, and the same being a portion of the land that was conveyed to said party of the first part on the 26th day of Nov, 1879, by Thomas P. Barnes and wife, which deed is of record in Deed Book 18, page 636, and bounded as follows, to wit:

Beginning at a stake in the center of the Turkey Cove road, and opposite the mouth of the lane leading from said Turkey Cove road toward the

late John Jessee's, and with said line S31 E136½ p. to a stake, corner to the late John Jessee land, which corner was formerly known as a black oak and hickory corner, thence N.78 E 193 p. to a hickory and white oak, near the wagon road; S63½ 56½ to a hickory and black oak near a hog wallow, corner to the late Thomas J. Larmer Jr's land; thence N.65 E64 p. to four pin oaks; N64 W to the middle of the first wagon road running from said point; thence with said road northwestwardly and running by the old Thomas P. Larmer house to the middle of the said Turkey Cove road; thence with said last mentioned road westwardly to the beginning.

To have and to hold, subject to the life estate and rights aforesaid, unto the said party of the second part and her heirs forever.

Witness the following signatures and seal, this the day and year first above written.

M. C. Parsons (Seal)

Virginia, Lee County, to wit:

I, E. H. Pennington, notary public in and for the County aforesaid and State of Virginia, do hereby certify that M. C. Parsons, whose name is signed to the writing above bearing date on

12th day of May, 1892 has acknowledged the same before me in my County aforesaid.

Given under my hand this the 12th day of May, 1892.

E. W. Pennington
N.P.

Virginia Lee County, to wit:

In the office of the Clerk of the said County, January 16, 1893, this deed was presented, and together with the Certificate thereto annexed admitted to record

Teste J. R. Gibson C.C.

"A Copy".

"Teste" [illegible] Clerk

M. C. Parson
To
Ellen Jessie
L.T.B. Page 345

Examined

Robt L. Pennington
vs. "Exhibit C"
with Bill
H. J. Russell et al

This deed made this the 12th day of May 1892, between M. C. Parsons, party of the first part, and Rebecca Parsons, party of the second part, both of Lee County Virginia:-

Witnesseth that for and in Consideration of natural love and affection the said party of the first part (being the father of the said party of the second part) after reserving unto himself a life estate in the premises hereinafter mentioned the said party of the first part, subject to the life estate aforesaid, and without any right of the party of second part to claim or hold responsible for any waste that he may commit on the premises hereinafter described, doth hereby give, grant, convey and confirm, subject to the life estate and privileges aforesaid reserved two certain tracts or parcel of land lying and being in Lee County Virginia, the first of which tracts is the same tract that was conveyed by W. A. Taylor and Eliza his wife, on March 1st 1898, and recorded in Deed Book 19, p. 225 and to which deed reference is here made for a more particular description of the metes and bounds of the same, The second of which tracts being the residue of that portion of the land not deeded to Ellen Jessee out of the Thomas P. Barnes tract, H.

the metes and bounds of this last named tract reference is here made to the deed this day made to the said Ellen Jessee, and the deed of Thomas Barnes and wife, made the 26 day of Nov. 1879, to the said M. C. Parsons. The said Rebecca shall have the right to take and use water from the big spring under the river bluff north east from my dwelling house, From this Conveyance out of said Taylor tract of land there is excepted and excluded about 3/10 acres heretofore sold to Wilson Lilton, Geo. H. Sprinkle & Frank Slater, To have and to hold, subject to the rights and reservations aforesaid, the said two tracts of land above conveyed unto the party of second part and [illegible]

Witness the following signature and seal, this the day and year first above written,

M. C. Parsons (Seal)

Virginia Lee County, to wit:

I E. H. Pennington, a Notary Public in and for the County aforesaid and the State of Virginia, do hereby certify that M. C. Parsons whose name is signed to the writing above bearing date on the 12th day of May, 1892, has acknowledged, the same before me in my County aforesaid.

Given under my hand and [illegible]

May 12th 1842.

E. H. Pennington N.P.

Virginia Lee County to wit:

In the office of the Clerk of said County the 27th day of Feby 1845, this deed was presented and together with the Certificate thereto annexed admitted to record.

Teste S. W. Richmond Clerk

"Assigns"

Teste S. W. Richmond Clerk

Rebecca Parsons
From
M. C. Parsons.

L.B. 31 Page 216

C. 60 ct.

Abt L. Pennington
vs. of "Exhibit D"
H. J. Russel Et al.

This deed made this July 12 1895, by and between F. E. Parsons party of the first part, and Harvey J. Russell, M. E. Russell his wife J. C. Jessee Ellen Jessee his wife and Rebecca Parsons and George W Parsons of the second part, all of the County &c Witnesseth that whereas the party of the first part as widow of late M. C. Parsons, claims, dower in certain lands, which descended to the parties of the second part, as heirs at law of the said M. C. Parsons and whereas the party of the first part, has heretofore instituted her suit in Chancery for the recovery of said dower, and whereas the parties hereto have this day mutually settled the matter involved in said suit and all questions of and concerning said dower in the said M. C. Parsons estate, Now therefore in consideration of said agreement and the sum of One thousand & seventy five dollars paid and secured to be paid this day the said F. E. Parsons widow of M. C. Parsons by these presents, relinquished and quit claim to all dower or claim of dower in and to said M. C. Parsons real estate of which he was seized during the coverture and covenants that she will not further prosecute her suit therefor but will and by these presents direct the sa[illegible]

dismissed and stricken from the docket,
Witness the following signature and seal this the day & year first above written.

Fronie E. Parsons (Seal)

Virginia Lee County Court;

I V.H. Kelly, a Notary Public for the County aforesaid in the State of Virginia do Certify that Fronie E. Parsons, whose name is signed to the above writing having date on the 12th day of July 1895 has acknowledged the same before me in my County aforesaid.

Given under my hand this 13th day of July 1895

Vincent H. Kelly N.P.

Virginia Lee County Court:

In the office of the clerk of said County the 15th day of July 1895 this deed was presented & together with Certificate thereto annexed admitted to record.

Teste: J.V.V. Richmond clerk

A copy

Teste J.V.V. Richmond clerk

F. C. Parsons
To
J. H. Russell et als
D.B. 31 P. 153

R. L. Pennington Admr
vs. { "Exhibit F" with Bill
H. J. Russell et al.

Virginia, [illegible] ty, to wit;

To [illegible]

These are [illegible] you to cause R. [illegible] to have possession of vol[illegible] 7, [illegible] Digest of [illegible] Va. Decisions, [illegible] & Co. which he has recovered [illegible] against [illegible] Express Co.

We [illegible] also [illegible] the goods and chattels, [illegible] to be [illegible] dollars which were adjudged to [illegible] said R.L.Hammerton for his costs in [illegible] the [illegible].

And [illegible] of the [illegible] of [illegible] to [illegible] trait. Given [illegible] this [illegible] 6th day of Feb. 1882.

H. C. Joslyn J.P.

Virginia, [illegible] County, to wit:-

To [illegible] Jones, Constable of [illegible] County:

You are hereby commanded to summon the Adams Express Company, a [illegible] corporation and as agent for Hurst and Company, (and delivering a copy of this summons to [illegible] P. [illegible] agent of said Company at Occoquita, Va.) to appear at my office, in said County on the 27th day of February, 1902, at 9 [illegible] of the said day, before me or such other justice as may be there to try this warrant, to answer the claim of Robert L. Pennington, in detinue for one law book, being known as volume VII of Hurst's Annotated Digest of the Virginia decisions, and published by the said Hurst and Company, of the value of $6.00, which the said Robert L. Pennington claims as his property, and which [illegible] said Adams Express Company in their own right and as agent for the said Hurst and Company, unjustly detains from him, and make due return of this warrant.

Given under my hand, this the 10th day of May, 1902.

H. C. Joslyn J.P.

R. L. Pennington,
Vs. : In Detinue
Adams Express Co.

At the office of H. C. Joslyn, J.P. in the town of Dumfries, Va, on the 27th day of Feby 1902.

Judgment at the plaintiff's recovery of the defendant the law book known as Vol. VII of Hurst's Annotated Digest of the Virginia Decisions, published by Hurst and Co., in the warrant mentioned, or the value of $6.00, or 100 in lieu thereof.

H. C. Joslyn J.P.

Executed Feby 12th 1902 by delivering a True copy of the within summons to M. E. Fluor agent of the Adams Express Co. of the office of said Company at Ocoonita in Lee County Va. Lawrence Miller S.L.C.

Sale Bill of property belonging to the Estate of M. L. Parsons, dec'd, made May 28th by J. L. Jesse & A. J. Russell his Admrs, which sales due Jan 1, 1877.

	75 bushels corn to N. K. Loyd,	9 00	
	25 " " " Geo Williams	9 50	
	25 " " " J. M. Evins	9 50	
	25 " " " Silas Parsons	9 50	
	25 " " " J. M. Evins	9 50	
	25 " " " John Howard	9 50	
	25 " " " John Kirk	9 50	
	25 " " " A. K. Loyd	8 75	
	25 " " " Sidney Stewart	8 75	
	25 " " " A. K. Loyd	8 75	
	25 " " " John Kirk	8 75	
	25 " " " A. L. Loyd	8 75	
	18 " " " J. P. Strohane	6 30	
	25 " " " W. Hedrick	9 25	
1876	1 Rent to P. Litton	50 00	
Mar 18	Note A. & J. S. to day		$175 25

To the County Court.

The foregoing is respectfully submitted

A. J. Russell and
J. G. Jesse,
Admrs. of the Estate of
M. L. Parsons, Deceased.

2nd Sale Bier
made by
Russell & Jessen,
Admrs of the Estate
of
McParsons, Decd

$175.00

Lucil Parson in acct
With George F Clark
inclusively from Feb 11th 1894
to 1895 attention on himself
& son some fever & pain on
his back making in all 3 visits
$16,00

Dr: Geo. F. Clark has this day
made oath before me
that the above acct
is just and true

We the undersigned
do witness that the above acct
is true &

Sale Bill of the Estate of M. G. Parsons March 5th 1895.

[illegible] Mangler 1 Pr Log Horse		35
John Holmes 1 Log Chain		65
Rice Lawson 2 Pitchers for		25
C. P. Lawson 1 Hole digger		15
H. B. Shelburn 1 L. Shovel		25
J. S. Cox 1 Sledge Hammer		30
" " " "		15
" B. Shelburn 1 Sycle grinder	2	25
Rice Lawson 1 Saddle	2	00
J. [illegible] Russell 1 half bushel		25
Robert Ellis 1 grain Shovel		15
C. C. Hunt 1 Pr Bo. Clamps		65
[illegible] Sitton two Bryer Scythes		30
Rice Lawson 1 side saddle	4	00
M. H. Sutton 3 balls Twine		45
Martin Hill 1 Pr Harness		05
S. E. [illegible] 1 Hoe Handles		15
C. [illegible] Lawson 1 Horse Collar		25
J. T. Smith 1 Double Tree		10
[illegible] B. Brooks 1 Buggy Hoe		03
J. P. Shelburn 2 pieces of Iron		10
Lee Bryant 1 Plow	6	40
J. B. Shelburn 1 gr. Cradle		20
J. P. Shelburn 1 grain Cradle		55
Geo. A. Crabtree 1 grain Cradle	1	60
[illegible] Sitton 1 Bush Scythe		40
[illegible] Shelburn " "		55
L. L. Glass " "		55
A. E. Huzner " "		70
S. E. Shelburn 1 Shovel		05
G. E. Johnson 2d tack bands		25
Geo. C. Crabtree 20 bus Oats @ 35	7	00
V. L. Pruett 20 bu Oats @ 36	7	20
" " " " " 36½		30
[illegible] Cornell 20 bus of Oats @ [illegible]		

W. P. Woods 20 Bus @ 56	7 20
L. M. Loyd 20 " " 37½	7 50
W. P. Wood 17 " " 35½	6 03
Rial Lawson 1 New	50
J. C. Jester 1 New Oats 36	36
Rial Lawson 3 bus " 37½	1 12
J. R. Ward 10 bus Wheat @ 70	7 00
J. R. Ward 10 " " @ 73	7 30
Wm. Williams 10 " " " 71	7 10
L. E. Turner 10 " " " 71	7 10
" " " " " 71	7 10
Wm Williams 10¾ " " 68	7 31
Wm Williams 10 " " " 57	5 70
John Allen 10 bus " " " 65	6 50
John Gilbert 10 " " " " 66	6 60
John Allen 10 " " " 67	6 70
Rial Lawson 1 Piece of Plow	15
Elias Bowman 4 Shoulders 71# @ 9½	6 75
L. O. Shelburn 5 Sides of Bacon 60# 11½	6 90
Rial Lawson 5 Sides of Bacon 102, 11½	11 73
Stephen Burk 4 " Bacon 81# @ 11½	9 32
Austin Miles 4 sides " 76# " 11¾	8 73
O. L. Perry 3 Bacon Hams 36# " 10½	3 78
Edward Travis 3 Hams 50# 10½	5 28
T. J. Yeary 1 Pr Geese	1 20
Shagley Orr " "	85
T. S. Palmer 1 Double Plow	1 80
W. H. Kelly 1 Single Plow	90
J. P. Shelburn 1 Harrow	1 30
T. S. Palmer 1 Cradle Blade	56
N. S. Cox 2 Beef Hides 35# @ 3½	1 22
Louis Stapleton 50 Bus Corn @ 57½	28 75
F. E. Parsons " " " 45	22 50
Rial Lawson " " " @ 56	28 00
Geo. Stapleton 50 " " @ 63	31 50
" " " " " 60	30 00
Rial Lawson " " " " 57½	28 75
Thomas Cooney 50 " " " 57	28 50
John Nelson 50 " " " 55	27 50
Edward Travis 50 " " 56	28 00
Louis Stapleton 50 " " 55	27 50

John Nelson 50 bus @ 55	27 50
Wm. T. Gilley 1 Sulkey Plow	6 00
J. L. Slaughter 4 Shoats	10 10
M. S. Parsons 1 Stack Hay	8 35
T. E. Parsons 1 " "	11 50
W. H. Kelly " " "	14 65
W. S. Gardner " " "	15 10
W. P. Wood " " "	14 25
C. V. Smith 1 Deering Mower	24 00
W. E. Johnson 1 2 Horse Wagon	15 00
C. W. Skaggs 1 Hog Wagon	6 10
W. P. Wood 1 Hay Racer	35
C. K. McClure 1 Top Buggy	12 25
W. E. Thompson 1 Spring Wagon	26 50
W. J. Russell 1 Set buggy Harness	3 30
C. K. McClure " " "	7 25
J. H. Wilson 1 Red Cow	15 65
W. E. Johnson 1 Red Ox	7 00
J. P. Shelburn 1 Red Calf	6 65
F. E. Parsons 1 Grey Mule	40 00
W. E. Johnson 1 Bay Mule	28 25
E. P. Harrison 1 Hog	14 00
M. F. Felton 1 Male Pig	3 80
E. M. Gilbert " " "	3 00
Elbert Harrison 1 Sow Pig	4 00
J. J. Skaggs 5 Shoats	21 00
D. S. Felton 9 Shoats	24 00
Elbert Harrison 1 Shoat	2 75
J. J. Skaggs 7 Shoats	16 00
J. J. Skagg 1 Hog	2 25
W. B. Cox Sr. 2 Hogs	9 75
Wm. T. Gilley 3 "	11 50
Wm. A. Parsons 50 bus Corn @ 55	27 50
Frank Trampler 50 " " @ 56	28 00
J. L. Slaughter 50 " Corn @ 57	28 50
Perry Asbrap 50 " Corn @ 60	30 00
W. J. Willis 50 " " @ 60	30 00
Thomas Cooney 50 b " " 60½	30 25
Wm. T. Gilley 1 Stack of Hay	15 05
L. M. Loyd " "	16 25
M. S. Palmer 1 Lot fodder	[illegible]

Wm. T. Lilley 1 Stack of Hay	11 40
G. L. Jessee 1 Half Rake	7 25
John B. Harrison 46# Bacon @ 9	4 14
H. E. Parsons Chickens 46 @ 33/4	5 25
" " 4 Turkeys 48 @ 2/2	1 20
John Smith 1 Wheat Sed	4 60
Geo. H. Parsons 1 Plate	5 00
Ellen Jessee 1 Lot dishes	50
" " 1 Butter Knife	10
Era Russell 1 Lot dishes	50
Ellen Jessee 1 Sugar Bowl	05
Era Russell 1 Lot dishes	50
Ellen Jessee 1 Spoon Holder	05
H. E. Parsons 1/2 set cups	25
N. H. Smith 5 plates	17
Orlando Parsons 1 Pitcher	1
Era Russell 1 Butter dish	05
" " Sugar Bowl	15
Henry Myers 1 Gravy Dish	10
John Smith 1 Cake Stand	25
Era Russell 1 Dish	16
Ellen Jessee 1 Dish	09
Louis Umbanger 1 Dish	05
Henry Myers 1 Dish	10
L. C. Shelburn	15
Tucker Hall 1 Pepper box	05
Era Russell 1 Spoons	06
Rial Lawson 1 Cooking m	05
N. E. Bishop 1 Dish	05
Orlando Parsons Cabbet	05
Orlando Parsons 8 Plates	20
Rial Lawson 1 Set Kitchen forks	31
John Myers 1 Dish	15
H. E. Parsons 1 T. Cloth	35
Rial Lawson 1 Table	25
H. E. Parsons 1 Lamp	

Eva Russell 1 Lamp	31
F. E. Parsons 4 Cans fruit	20
R. S. Barnes 1 Shot Gun	5 75
Geo. Parsons 3 Fruit Cans @ 3	67
Ellen Jessee 9 " "	43
D. C. Shelburn 1 Lamp	05
A. K. Huzate 1 Laughing gas	30
Eva Russell 1 Smith iron	50
W. P. Wood 1 Jug	50
Ellen Jessee 1 Table	10
John Smith 3 brooks	22
Perry Chisrah 2 brooks	20
W. E. Bishop 2 "	17
Ellen Jessee 1 Jar	10
Ellen Jessee 1 Jar	05
Wm. P. Wood 1 Oil Can	35
Ellen Jessee 1 Iron Kettle	50
J. H. Sword 1 Bedstead	8 80
W. F. Agee " "	16 25
J. O. Hazley 1 Bed	9 75
Eva Russell 1 Chest	25
C. E. Johnson 2 Chairs	40
J. K. Parsons 2 "	35
J. K. Parsons 2 "	30
F. E. Parsons 2 "	20
John Garrison 1 Iron Wedge	10
C. E. Johnson 2 Chairs	25
J. H. Sword 1 Grind Stone	50
Geo. A. Crabtree 1 Pr. Cans	32
F. E. Parsons 1 Bureau	2 00
" " 1 Clock	2 00
Geo. Brewer " "	2 05
John Garrison 1 Table	1 00
F. E. Parsons 1 Table	50
Ellen Jessee 1 Pr. and Irons	5 [illegible]
F. E. Parsons 1 Pr " "	[illegible]

E. Smith 1 Wash Stand	80
H. E. Parsons 1 Carpet	150
" "	70
" " 3 set Curtains	150
Ellen Jessee 1 "	10
Eva Jessee 3/2 "	35
H. E. Parsons 12 Geese 10	120
Elliott Garrison 1 Jug	05
H. E. Parsons 1 Basket	10
Wm. T. Gilley 1 Cow	15 00
J. E. P. Kelley 1 Black Mare	50 50
1 Repeater & binder not sold	
	1280.54

Russell & Jessee Admrs.

Virginia, Lee County to wit:

In the Office of the Clerk of said County, the 23" day of June 1895, this Sale Bill was presented and admitted to record.

Teste: S. W. F. Richmond.

A copy - Teste: S. W. F. Richmond, C. C.

Sale Bill

Filed June 23 1895

Recorded in Will Book

S. W. F. Richmond

C. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON George Pennington J. W. Scott, George Zion Harbe Cecil J. M. Goins

to appear before the ~~Judge of our Circuit Court of Lee County~~, at the court-house thereof on the 27th day of April 1896, to testify and the truth to say in behalf of the Plaintiff

in a certain matter of controversy in our said Court, before the said ~~Judge depending and undetermined between~~ A. M. Goins Commissioner in the Chancery Cause of R. L. Pennington adm. &c. vs. H. J. Russell et als

Nimrod Polley ..... PLAINTIFF,

and

H. J. Russell et als ..... DEFENDANT

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 3rd day of April 1896 and in the ~~11~~ 120th year of the Commonwealth.

A. B. Munsey, Clerk.

R. L. Pennington
vs } Spa for witness
A. J. Russell et als

27th day of April 1876

The Estate of [illegible].C.Parsons, [illegible],

In [illegible] Dr.,

R.L.Pennington, Admr.

On [illegible] Estate of W.M.Pennington Deceased.

1908.

June, 1[illegible],	To Note executed to W.M.Pennington, 3 yrs.	$20[illegible].00
1908.		
June 27,	By payment on said note.	12.40

"Exhibit # 5"

The Estate of M.C.Persons in account with

R.L.Pennington Commr. in case of

[illegible] and Russell, Admrs.,

vs.

1904. R.L.Wynn, Admr., [illegible].

Nov.13. To Making deed in case of above styled cause. $ .00

[illegible] Johnston, W.R.J[illegible],

Estate of M.C.P[illegible],

In account with

R.L.P[illegible], C[illegible], [illegible]

C.M.McClung and Co.,
vs.W.R.Johnston.

1897.

Jan 1,	To [illegible] W.R.Johnston [illegible] M.C.P[illegible] [illegible]	$40[illegible]
,,	To [illegible] years [illegible]	404.[illegible]

These notes were executed for the purchase price of the land sold under a decree in the case of C.M.McCl[illegible] and C[illegible], Vs.W.R. J[illegible], which was purchased by Sallie Johnson, who gave us her secured note, and W.K.Johnson and M.C.Parsons. None of the money has been paid, the rule has been awarded against the purchaser to show cause why the land may not be sold, and if upon the rehearing the land brings a sum sufficient to pay the amount of these notes then Parsons's estate will be released from any liability thereon.

R. L. Pennington Admr.

vs

F. G. Russell & Al- ustro

Claims presented by
R. L. Pennington
vs. Estate.

R. L. Pennington Admr, 205.00
R. L. Pennington Comr. 5.00
R. L. Pennington Comm #4 [illegible]
[illegible] [illegible]

"Claims #4, 5, 6, & 7"

M. C. Parsons - In Account with
1891 - Vinrod Cotect:

March	3	Whiskey up to date	14 50
Apl	1	To 5½ pts whiskey	1 40
"	6	" 5 pts "	1 25
"	10	" 3 qts "	1 50
"	17	" 1 gal. "	2 00
"	24	" 1½ " "	3 00
May	1	" ½ " "	1 00
"	6	" 1½ " "	3 00
"	14	" 1 gal + 1 qt. "	2 50
—	—	" 1 qt. by Nath Johnson	50
"	29	" 1 qt Self.	50
—	—	" Order Nath Johnson	50
June	1	" ½ Gal. whiskey	1 00
"	3	" 2 gals + ½ pt "	4 12
"	15	" 1½ " + ½ pt "	3 15
July	4	" 1⅜ " "	3 25
"	13	" Whiskey by self	3 15
"	21	" 2 5/16 gals whiskey	4 60
"	23	" 1 qt whiskey by Rollins	50
"	30	" Whiskey	3 15
Aug	3	" ½ gal whiskey	1 00
"	12	" 1⅛ " "	2 50
"	15	" Order by Burton	50
"	25	" 1⅛ Gals. whiskey	2 50
"	31	" 1¼ " "	2 50
Sept.	4	" 1⅛ " "	2 25
"	10	" 1¼ gals "	2 50
"	12	" 1 qt "	50
"	18	" 1¼ gals. "	2 50
"	25	" Order - J. G. Sprinkle	1 00
"	25	" " Bob Burch	50
Oct.	9	" ½ gal. Brandy	1 00
"	"	" 6 pts whiskey	1 40
"	24	" 1½ gals "	2 62
Nov	6	" 1 qt "	50
"	7	" 1 " "	50
		And over. - - -	78 92

1891			
Nov	7	To Amt. brot for[illegible]	$ 78 84
"	11	" 1 Qt. whiskey	50
"	7	" Whiskey got by Robbins	2 30
"	13	" "	3 15
"	17	" 1/2 gal Brandy	1 00
"	18	" 3 1/2 pts. "	85
"	25	" Whiskey - order N. Johnson	2 50
"	"	" — " France Hobbs	1 50
"	27	" 3 pts Brandy	1 50
"	"	" 1/2 gal Whiskey	90
Dec.	2	" 1 Qt whiskey by Bob. Bush	50
"	3	" 3 pts Brandy	1 50
"	"	" 1/2 gal Whiskey	50
"	10	" 4 pts whiskey	2 00
"	"	" 1 Qt " by Johnson	50
"	12	" 2 1/2 gals " order to Nath Johnson	4 40
"	16	" 1 1/4 " whiskey & brandy	2 25
"	30	" 1 gal "	1 75
1892.			
Jany	9	To 1 gal Whiskey	1 75
"	11	" 1 pt "	25
"	16	" 1/2 gal Brandy	1 25
"	"	" 5 pt whiskey	1 15
"	23	" 1 gal "	1 75
"	28	" 1/2 " Brandy	1 25
"	"	" 7 pts whiskey	1 50
Feby	5	" 1 gal & 3 pts "	2 50
"	23	" 1 " "	1 75
Mch.	1	" 1 1/8 gals. "	2 00
"	9	" 1 1/8 " "	2 00
"	16	" 1 gal whiskey by Spencer Yeary	1 75
"	24	" 1 " & 3 pts whiskey	2 50
"	30	" 1 1/2 " "	2 65
Apl.	8	" 1 1/4 " "	2 25
"	"	" 1 pt whiskey	25
"	"	" 5 pts "	1 25
"	16	" 1 gal "	1 75
"	23	" 1 " " by Galloway	1 75
"	28	" 1 1/8 " "	2 00
May	4	" 1 gal 1.75 - qts 1/2 gal .90	2 65
"	13	" 1 gal & 1 pt	2 00
		Brot. up	$ 144 34

1892				
May	13	To Amt. brot. fo'rd.		$144 34
"	14	" 1 qt whiskey by F. Hobbs.		50
"	18	" 1¼ gals. "		2 25
"	22	" ½ " " F Hobbs		90
"	24	" 1 gal – Self		1 75
"	30	" 1⅜ " whiskey		2 50
June	6	" 6½ pts – self & Lucas		1 35
"	13	" 1½ " whiskey		40
"	14	" 1 gal. & 1½ pts. whiskey		2 15
"	22	" 1 gal & 3½ " "		2 65
July	1	" 1 gal & 3 " "		2 50
"	7	" 1 " & 7 pts "		3 00
"	13	" 1½ gals. whiskey		2 65
"	18	" ½ gal "		90
"	21	" 1 gal. & 3 pts "		2 50
"	23	" 1 gal & 5½ pts "		3 25
"	29	" 1½ gals. "		2 65
"	30	" Order pd. France Hobbs		1 00
Aug	10	" 1½ gals. whiskey		2 65
"	15	" 3 pts "		75
"	18	" 1½ gals. "		2 65
"	26	" 1½ gals.		2 65
"	"	Cr. By Cash	12 00	
Sept	3	To 1 gal whiskey & 3½ pts		2 50
"	"	" 1 qt whiskey by Dutch Ward		50
"	"	" 1 " " " P. Cecil		50
"	10	" ½ gal "		90
"	15	" 1 gal "		1 75
"	20	" 1 " "		1 75
"	23	" ½ " "		90
"	26	" Order pd. Arch Stout		1 10
"	28	" 1⅜ gals. whiskey		2 50
Oct.	2	" 1½ pts Gion Flanary		40
"	5	" 1⅜ gals. whiskey		2 50
"	6	By Cash	9 00	
"	7	To 1⅜ gals. whiskey		2 50
"	18	" 1 pt. "		25
"	19	" 1⅜ gals "		2 50
"	23	" 1 " P.B. Cecil		1 75
"	26	" 1½ " "		2 65
			21 00	211 39
		To Bal fo'rd —		190 39

1892				
Oct	26	Amt. out fwd.	21 00	211 39
"	28	To 1 gal whiskey by Bob Carns		175
"	20	By Check on Pen. Gap Bk.	10 00	
Nov.	7	To 1/2 gal whiskey by Bro. Cecil		90
"	"	" whiskey paid Pole Robbins		160
"	5	" 10 gals + 3 pt. whiskey - self		18 75
"	7	" 2 " + 3 pts "		4 25
"	10	" Order paid in whiskey		1 50
"	26	" 1 Qt. whiskey		50
Dec.	17	" Order paid Bob Bush		60
"	18	" 1 gal whiskey		175
"	24	" Paid Statser		50
"	30	" Order pd. N. Johnson 1 gal		175
"	31	" 1 1/2 gals. whiskey		265
1893				
Jany	4	To 1 1/2 gals whiskey		265
"	7	" 1/2 " "		90
"	9	" 1/2 " "		90
"	11	" 1/2 " "		90
"	12	" 1 gal by Jeff Thomas		175
"	14	" 1 1/2 gals. whiskey		265
"	17	" 1/2 " "		90
"	20	" 1 1/2 " "		265
"	26	" 1/2 " "		90
Feby.	3	" 1/2 " "		90
"	4	" 1 1/2 " "		265
"	16	" 2 " whiskey by A. Galloway		350
"	17	" 1 gal. "		175
Mch.	1	" 2 gals. "		350
"	2	By 1 Bu. Corn	50	
"	"	To 3 pts whiskey		75
"	11	" 2 gals " by Hobbs		350
"	18	" 1 gal + 6 pts whiskey		325
"	20	" 1 pt "		25
"	21	" 1 gal + 7 " "		340
"	29	" 1/2 gal		90
		Amt	31 50	283 64

Cont'd.

1893

Mch.	29	Auto forwd —	31.50	283.50
Apl.	1	To 1 gal. by Bob Burk.		175
"	4	" 1 gal + 6 pts. whiskey		330
"	15	" 1/2 " "		90
"	25	" 1 gal + 5 pts "		290
May	1	" 1 qt by Bob Carter "		50
"	5	" 1 gal + 7 pts "		525
"	17	" 1 gal whiskey by boy		175
"	16	" Paid Galloway		100
—	—	— 1 1/2 gals. Whiskey		263
—	—	" 1 gal "		175
June		" 1 " "		175
—		" 3/4 " "		140
"	22	" 3 qts "		130
"	24	" 1 gal. "		175
"	—	" Order Galloway 1 gal.		175
July	4	" 1 gal on Order		175
"	8	" 1 3/8 gals. whiskey		305
"	17	" 2 " "		350
"	18	" 1/2 " "		90
"	20	" 1 " on order "		175
"	10	" 2 " "		350
Aug	—	" 2 " "		350
	—	" 1 " by Will Poteet		175
	—	" 2 " " Harvey Yeary		350
	—	" 2 " self		350
Sept	2	" 1 1/8 gals. whiskey		200
"	4	" 1/4 " "		45
"	6	" 1 3/8 " "		270
"	—	" 3 1/2 pts by R. Carter		80
"	10	" 2 gals.		350
Oct.		" 5 1/2 gals.		963
"	29	" 1 gal.		175
"	3	" 1 1/4 "		220
Nov	3	" 13 gals. @ 1.75		22.75
		Cr. by cash	11.85	
			$43.35	383.65

Nov 5	To Auts fond.	43 35		38362
Aug. —	To 1 gal & 1 qt whiskey			220
—	By Wheat	750		
	Paid on wheat			300
	" 2 bu wheat	150		
	To 1½ gal whiskey			265
	" Aut collected by you from			
1892	" John Scott & Geo. Pennington			111 43
	To Sawing			312 50
1894				
Feby. 3rd	To 1 Gal. whiskey			175
	Paid Harve Cecil cash			500
	6 gals Cecil			1050
	" Cash paid you			65 00
		52 35		897 65
	By Peter Shelburn or Clock note	13 00		
	" Saw-mill note with Geo. Zion security	450 00		515 35
	Bal			382 30

Virginia, Lee County, to wit

This day Nimrod Poteet personally appeared before me, A.R. Murray, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing account is just and true, and that the balance of $382.30 is due and that said balance is unpaid. Given under my hand this 20 day of March 1896.

A.R. Murray, Clerk

For value received I assign the within account amounting to $382.30 on M. C. Parsons deceased, and now due me from said Parsons estate to L. C. Roop. Witness my hand and seal this 3rd day of February 1896.

his mark
Ninnie Foltz (Seal)

Witness.
R E Willis

Ninnie Foltz
vs
M. C. Parsons

This book is not to be considered by the Court

Calculation
on part of
Solvent Notes

P. B. Sage mais, Notes Feby 15, 93, with interest from date:

1	Note due	Jan.	1951	$35.00
2	"	"	96	40.00
3	"	"	97	40.00
4	"	"	98	40.00
5	"	"	99	40.00
6	"	"	1900	35.00
7	"	"	1901	35.00
8	"	"	1902	15.00
				$270.00
Int to Nov 1st 96				61.02
				$331.02

Note of J. B. Graham

dated Nov. 23 - 92	due Jan. 1, 97.	118.00
" " "	" Jan. 98	112.00
" " "	" Jan 99	106.00

Further of this note drawn int. $360.

[illegible] 1 [illegible] [illegible] 1 [illegible] 13 —
[illegible] " 1 [illegible] 97 =

[illegible] 1 1
[illegible] 3 2 4

3 8 22
18 + 4 + 4

524
60

15.420
60.00

73.44 Due Nov 1, 46

[illegible]

16.25 Dated [illegible]

[illegible] Int to [illegible]

[illegible]

16.25

$18.20 Due [illegible], 1896.

[illegible] & [illegible] Note

[illegible] 2, 91 — 330.00

1844 1 1 #

1841 6 1

2 7 5 = 124 3½ = 15-½

330
15-½

165-

165-8

330

51.15-

330.00

387.15 =

115-17 paid Jan 2 [illegible]

263.98 —

2%

5.3176

24. 2½

481

29620

3,101

[illegible]

3243

10.00

22.43

22.73 Due May 1, 96

37

[illegible]

[illegible]

23.41 Due Nov. 1, 96 —

#23.41 Due Nov. 96

263.98

5.32

271.30

[illegible] for [illegible] 1 [illegible]

256.30½

118.15

234.30

[illegible]

[illegible]

[illegible]

239.[illegible]

10.32

[illegible] Due [illegible] 1, [illegible]

1896-2.18-

[illegible]

[illegible]

50½

[illegible]

[illegible] Bonds due July 24, 0[illegible]

[illegible] Bonds

[illegible], [illegible] 1893

[illegible] [illegible]

[illegible]

[illegible] — [illegible] 1 1896

[illegible] 1st due Dec 1, 1896

1896 - 11 = 1

1893 - 3 = 20

3 - 3 = 11

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] 1,1834.

[illegible]

[illegible] $12 [illegible]

19,350
12,000
[illegible]
70 = [illegible] 1,1916

[illegible] 1,1916

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Bal[illegible] [illegible] [illegible] [illegible]

[illegible]

[illegible] = [illegible]

[illegible] = [illegible]

[illegible] [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Calculothèque

au

Solaux Noles.

- Notice -

Trustee's Sale of Lands -

Under deed of trust executed by Nimrod Potter on the 27th day of September, 1892 to me to secure to M.C. Parsons a debt $628.27 - Recorded in Deed Book No. 29. page 525-526, I shall proceed on Friday Sept. 27th 1894, (that being a court day) at the front door of the Court House in the town of Jonesville, to sell the tract of land in the said deed of trust mentioned to the highest bidder for cash at Public outcry.

This tract of land to be sold consists of the land on which the said Nimrod Potter now lives and situated at the Ferry on Powell's River, in the said County of Lee, and containing the sum of about 48 acres.

This, August 22, 1894

E.W. Pennington,
Trustee.

Paid fees to [illegible] The first day of the [illegible]

Filed with Robt L.
Pennington's depositions
before me.

A. M. Lewis
Special Comr.

1892.

S	3	10	17	24	31
M	4	11	18	25	
T	5	12	19	26	
W	6	13	20	27	
T	7	14	21	28	
F	1	8	15	22	29
S	2	9	16	23	30

JULY.

FROM THIS BOOK I CAN LEARN THE AMOUNT OF MY PERSONAL EXPENSES

1893.

S	2	9	16	23	30
M	3	10	17	24	31
T	4	11	18	25	
W	5	12	19	26	
T	6	13	20	27	
F	7	14	21	28	
S	1	8	16	22	29

Well, instead of sick and suffering; healthy and vigorous, instead of worn-out and weak; bright eyes, clear skin, rosy cheeks — you wouldn't think it was the same woman, and it's all due to the use of a few bottles of Dr. Pierce's Favorite Prescription.

What this medicine has done for thousands of delicate women, it will do for you. If you're overworked and debilitated, it will build you up—if you're borne down with the chronic aches, pains, and weaknesses peculiar to your sex, it relieves and cures. It regulates and promotes all the proper functions of womanhood, invigorates the system, purifies the blood, improves digestion, and restores health, flesh, and strength.

For all the painful irregularities and diseases of women—periodical pains, prolapsus, or falling of the womb and other displacements, leucorrhea and all unnatural discharges, ulceration of the womb, bearing-down sensations, and "female complaints" and weaknesses in general, it's the *only* remedy so effective that it can be *guaranteed.* If it doesn't benefit or cure, you have your money back. That's the way its makers prove their faith in it. If they have such unbounded faith, is it not reasonable for you to have a little?

Don't accept any substitute for "Favorite Prescription" said to be "just as good." It may be *better for the dealer*, but he is not the one to be benefited.

Pennington Cap. Co., April 1st 1876

Mr. E. H. C. Parsons, Estate, J. C. Jesse & H. L. Russell Admrs

Bought of W. P. WOOD,

—Wholesale and Retail Dealer in—

GENERAL * MERCHANDISE

AND COUNTRY PRODUCE.

TERMS NET	TIME	DAYS			
1894			Merchandise for 9 yrs R Johnson		
Dec. 1	order for Boys				1410
4	"	Self.			778
	"	Sons.			540
5	"	Kenney.			400
	"	Kenney			382
	"	for Harmon.			500
6	"	B H Barnett			500
	"	Self.			390
7	"	W D Doss.			200
	"	Wife			308
	"	John Johnson.			375
8	"	James Newman. 80	John Newman. 500		580
	"	Boys.			431
	"	Jack Witt 150	S M Johnson 250		400
10	"	Harve. Manuss			300
	"	Self			400
11	"	Trett 450	Self 113		563
12	"	Harve. Newman.			238
	"	Will McLane.			250
	"	A J Witt			90
13	"	John Johnson			300
	"	Harding			350
	"	Jas Irving 25	Hugh Packet 200		325
	"	acct.			135
14	"	Parmer.			460
	"	Daughter			775
	"	Mrs Peters			200
15	"	D. W Lane			400
	"	J A. Newman			370
	"	S M Johnson			250
	"	Alex Allen			65
	"	W J W Kenney 180	Daughter 428		608
	"	J T Cooper.			550
					14003
1895	By Note 60 days			1399 2	13992
Jany 1	10½ lbs. of Shoes @ 8⅓				11 87
					9.8

over

1895 Page 2

Jany	1	amount Brot fwd	98
	11	order Reynolds Corn	332
		Coffee flour &c for Johnson	590
	19	orders	675
	22	Thread 25 2 Spides 110 nails 18 coffee 100	253
		1 Sack 20 Chestnuts 5	25
	24	3½ Buscom 1418 One bill to Reynolds 400	1818
	25	1 Bag 25 flour 100 1 pr Boots 225 Sugar 25 Tob 15	390
		Pd. Alex Nett 345 1 Bag Salt 85	430
	28	Pd. B W Barnett	219
	29	18 Horse Shoes 135 20 lbs of Shoes 160	295
		1 pr Boots 225 Sole leather 35 Horse nails 30 Coffee 200	490
		order H Hamp Turner	100
	31	" Lee Stapleton	100
Feb.	1	" Thomas Carter 485 Nita Hedrick 30 3 Banjo Strings 30	545
	2	" Will Hedrick	192
	9	" Jerome Newman	122
	15	" order Hugh Pruet	150
	16	" 1 pr Shoes 160 10 lbs Sugar 50	160
	20	15 bus Corn Alex Allen order	675
1896		Amount due Mar. 1st 1895	$76.69
Mar.	1	To Int.	465
			$81.24

Virginia, Lee Co., Va.

I J. S. Garrison do hereby swear that about two weeks before M. C. Parson's death I heard him tell W. P. Hood that he owed for the account of Wm. R. Johnston at the store of R. J. Hood & Sons which at that time said Johnston's account amounted to about $70.00.

This May 9th 1896. J. S. Garrison

Sworn to before me on May 9th 1896 by J. S. Garrison.

J. C. Noel J.P.

I W. P. Hood do hereby swear to the same statement to which Mr. Garrison has sworn to; the said Parsons had prior to the making of the forgoing account agreed with me for R. J. Hood & Sons to pay such account as said Wm. R. Johnston should make; and I further swear that the forgoing ~~balance~~ of

Pennington's Gap, Va., _____ 187

No.

Bought of W. P. WOOD,

—Wholesale and Retail Dealer in—

GENERAL * MERCHANDISE

TERMS, NET. TIME DAYS. AND COUNTRY PRODUCE.

Page 3

account amounting to $76.59 is just, true and unpaid. This May 9th 1896.

W. P. Wood

Sworn to before me by Wm. P. Wood on May 9th 1896.

J. C. Noel JP

I W. R. Johnston do hereby swear that the account charged to me by R. J. Wood and Sons and which J. S. Garrison swears M. C. Parsons told W. P. Wood he would settle, was made by me but my agreement with M. C. Parsons was that the M. C. Parsons should pay it.

Wm. R. Johnston

Sworn to by W. R. Johnston before me on the 9 day of May 1896.

J. C. Noel J.P.

The within account is excepted to the evidence shows M. C. Parsons not liable. His promise to pay W.R. Johnsons acct not being in writing does not bind him and is void. W.R. Johnsons affidavits should not be read he is not competent to moove his arrangement with Parsons to later here check.

May 16th 1896.

Prudiman Bennett

M. C. Parsons Admrs

Cost 3

I P.H. Price do hereby certify that about the last of Nov ~~18~~ or the first of Dec. 1894. M.C. Parsons. W.P. Wood and W.R. Johnston ate dinner at my house, and during the time the said parties were there. I heard a conversation and an agreement among them that W.P. Wood was for R.J. Wood and Sons open up an account with M.C. Parsons in the name of W.R. Johnston. at the store of R.J. Wood & Sons. wherein the said W.R. Johnston was to get a certain amount of supplies. The said amount ~~was~~ lifted by said Johnson or his said account at said Store was to be examined from time to time by the said Parsons and if in his opinion the account was growing too large he the said Parsons would bring him to a halt; or notify the said Wood not to let him have any thing further. The said account was to be charged to the said Parsons but opened in the name of the said W.R. Johnson. This was done, as I remember and understood from their conversation in order to keep Johnson's account separate from that of the said Parsons own individual account.

Given under my hand this may 28 1896.

P.H. Price

Virginia, Lee county to wit:
I J. C. Noel a Justice in and for the county and state aforesaid do certify that the above certificate was sworn to before me by L. H. Price in my county on the 28 day of May 1896.

J. C. Noel J.P.

I, J. S. Garrison do hereby certify that during the life time of M. C. Parsons and just a few days befor his death. M. C. Parsons and myself went into the store of ~~R. J.~~ Wood & Sons at Pennington Gap. While there M. C. Parsons examined the account of W. R. Johnston and acknowledged it to be his account and he promised W. P. Wood that he would execute his note to R. J. Wood & son for $100.00 the next Monday as I remember it. Seventy dollars of which was to be ~~for~~ on the Johnston account; the other thirty was to be paid Wood for me; as I was at that time working for M. C. Parsons and running an account with R. J. Wood & Sons. Before the next Monday however M. C. Parsons died.

~~May~~ 28 1896. John S. Garrison,

Virginia, Lee county to wit:

The above statement was sworn to and subscribed before me in my county by J. S. Garrison on the 28 day of May 1896.

J. C. Noel J.P.

I W. P. Wood do hereby certify that I am now and was in the years 1894 and 1895 agent and business manager of the firm of R. J. Wood & Sons. and as such on the 1 day of Dec. 1894 I made an agreement with M. C. Parsons at the boarding house of P. H. Friel in the town of Pennington Gap, to the effect that I would or that R. J. Wood & Sons would furnish supplies to W. R. Johnston to be charged to the said M. C. Parsons but ~~opened in~~ the account to be opened in W. R. Johnstons name to prevent the individual account of the said Parsons from becoming mixed with that of said Johnstons. The said Parsons was to come every 15 or 30 days, examine the said account and execute his note for the same. He was to give his note every time the account ran up to $50.00. This he did not do however. But at one time he executed his note for $139.92. That was Dec 17 1894. The account then went on till it again amounted $77.38. M. C. Parsons a few days before he died came in the store with J. S. Garrison examined the account which we estimated to be about $70.00 but the account was not then all posted. He promised to execute his note for $100.00. $70.00 of which was to be credited on ~~the~~ his Johnston account; the other $30.00 was for J. S. Garrison. Parsons died however before the note was

executed.

Further I know that the account of $81.24 as of date March 1 1896 is a just charge against the estate of M. C. Parsons. and that the sum is unpaid.

W. P. Wood

Virginia, Lee County to wit.

I hereby certy that the above statement was sworn to and subscribed before me in my county on the 28 day of May 1896.

J. C. Noel J.P.

P. J. Wood & Sons

$76.39 = March 1, 95

Claim No. 35

Warrant in Debt.

VIRGINIA, Lee TO-WIT:

To the Sheriff or any Constable of said County:

I command you to summon James McQueen & A. R. Stapleton if to be found in your county, to appear at my office in Pennington Gap, Va on the ____ day of August 1923, at 10 A. M. before me or such other Justice as may be then there to try this warrant, to answer the complaint of Pennington Gap Bank, Inc, upon a claim of money not exceeding $300, exclusive of interest, to-wit: For the sum of $36.44 with interest from Aug 4, 1923 till paid due by bal on note

and then and there make return of this warrant.

Given under my hand this 2 day of Aug 1923

John G. Newman J.P.

Pennington Gap Bank inc. in favor of carter, Vs. James McQueen & A. R. Stapleton

IN DEBT. On the 16th day of august 1923, at my office in Pennington Gap, Va judgment that the plaintiff recover of the defendant $36.44, with interest from the 16th day of august 1923, till paid and $2.50 for his costs.

John G. Newman J.P.

VIRGINIA, COUNTY: of Lee To the Sheriff or any Constable of said County:

I command you in the name of the Commonwealth of Virginia, that of the goods and chattels of James McQueen & A. R. Stapleton in your county, you cause to be made the sum of $36.44 with interest from the 16th day of august 1923, till paid, which Pennington Gap Bank inc, in favor of carter, has recovered before me in a warrant in debt, and also the sum of $2.50 which were adjudged to the said Pennington Gap Bank for costs in prosecuting his said warrant. Given under my hand this 16th day of august 1923.

John G. Newman J.P.

Pennington Gap Bank Inc

vs } **Warrant in Debt**

James McQueen & A. R. Stapleton

To [illegible] day of [illegible] 192

Executed by and delivering a true copy of the within notice in writing to

Defendant

this [illegible] day of [illegible] 192

Summoned the following witnesses for plaintiff

Constable Lee County

Bill of Cost

$

Witnesses

day $

day $

day $

day $

Attorney

For Plaintiff

For Defendant

John L Pennington

vs

A. Johnson.

Witnesses who claim but were not examined —

Elihu Hughes; 4 days, $2.00

Carter Eldridge

One day + 12 miles

98 cts

Marion Cirk

One day + 8 miles

~~88 cts~~ 82 cts

J. B. Cirk

One day + 8 miles

~~88~~ 82 cts

Nelson Woodward

One day + ~~8~~ 9

88 cts

Witnesses
who claim
but not Examined

M E Parsons Estate.

To E E Johnson Receiver of the Estate of Emily O Johnson nee Emily O. Howard. Dr

1895 To this sum shown to be in hand
Jany unaccounted for by settlement
as of January 1st 1895 $2051.24
Int to Jany. 1st 1896 123.07
amt due Jany. 1st 1896. $2174.31

I have been paid on the above claim within the past four months (Receipts given) $537.22

Respectfully submitted to
A. M. Quinn Comm.
April 20 1896.
E E Johnson

"Clement #2"

To the Hon. W. P. Miller, Judge of the Circuit Court of Lee Co.:

In the Chancery cause of R.K. Pennington Admr. vs. J.C. Jones Admr. et al, your undersigned Comr was directed by decree of Nov 16, 1898 to make sale of certain lands 4 tracts or parcels, 3 of which your Comr proceeded to offer for sale on the 19th day of Dec. 1898 which were sold as follows

To M.B. Spencer, the sixth lot in Jonesville 1/2 interest	Bid 150.00	Cash 10.00	Notes 70.00 70.00
" A.M. Gains Security.			
To H.F. Myers, the H.Z. Parsons land, in Bush	175.00	17.50	78.75 78.75
[illegible] L. Smyth Security			
To H.Z. Parsons Balance of W.A. Parsons tract in Pocket	50.00	5.00	22.50 22.50
Henry Newman Security.			

Since the said sale, to wit- on the 14th day of Feby, 1899, H.C. Jordan gave your Comr. a higher bid on the M.Z. Parsons Bush tract of $225.00 & gave your Comr. $20.00 in cash & executed 2 notes due in 1 & 2 years for $102.50 with H.G. Morgan as security. Your Comr. therefore this bid

should be accepted in preference to the bids of Myers.

The other tract known as the 74 acre tract your Comr. did not see by request of the Admr. Mr. Jones, who thought probably enough funds could be received without it. which could be determined at the March term of your court.

All of which is respectfully submitted.

Feby 23, 1879,

R. L. Pennington Comr.

R. L. Plumington Admr.

vs. } Replevin of Goods

The Jessie et al.

Feb 8 Feby 24

1898

A. B. Hussey

EDWARD THOMPSON COMPANY,
LAW PUBLISHERS,
NORTHPORT,
LONG ISLAND, NEW YORK.

NORTHPORT
SEP 27
1899

R. L. Pennington
Jonesville
Va.

COUNSELLOR AT LAW.

B

Exhibit M.C.P.
filed with J. F. Witt's
deposition.

1900
P.C.M.

1900
M-31

M. C. PARSONS.

Zions Mills, Va. June 19 1894

PENNINGTON GAP BANK

30 days after date

N. L. Johnson

Thirty and 02/100 Dollars

For Acct to date

PENNINGTON GAP BANK

PAID

JUL

Pennington Gap, Va.

Order $31.02

M. C. PARSONS.

(2)

Zions

189

PENNINGTON GAP BANK

PENNINGTON GAP, VA.

PENNINGTON GAP BANK

PENNINGTON GAP, VA.

Pennington Gap, Va.

Order $

Dollars

For

6 C. Cilly
J. Wanderson

M. C. PARSONS.

(3)

Zions Mills, Va. 189

PENNINGTON GAP BANK

PENNINGTON GAP, VA.

PENNINGTON GAP BANK

PAID

1895

Pennington Gap, Va.

Order $

Dollars

For

J. L. Jesser

Jonesville, Va., Oct 1892 No

Powell's Valley Bank

Pay to A G Hyatt Cashr or Order, $ 255 00/100

Two hundred fifty five DOLLARS.

For

N. C. Parrott

FOR COLLECTION
FOR ACCOUNT OF
PENNINGTON GAP BANK,
PENNINGTON GAP, VA.
A. G. HYATT, Cashier

(51)

POWELL'S VALLEY BANK,

No

Jonesville, Va., Nov 9th 1891

Pay to W. P. Ward or order $128 33/100

One Hundred & Twenty Eight & 33/100 Dollars

For Cattle

M. G. Parsons

Gerrish

Jonesville, Va., Nov. 9 189 No.

Powell's Valley Bank

Pay to E. H. Dunnington or Order, $150.00

One Hundred & fifty - - - - DOLLARS.

For part of note on Hall estate

[illegible]

E. Wodrowington

(1)

PENNINGTON GAP BANK.

Pennington Gap, Va., 12/9 1902

On Demand *Pay to the order of* A G Hyatt

Cashr

Seventy & 82/100 $70 82 **Dollars.**

WITH EXCHANGE.

Value received and charge to account of

To Powell Valley Bank

Jonesville Va

M. C. Parsons

No protest

FOR COLLECTION
FOR ACCOUNT OF
PENNINGTON GAP BANK,
PENNINGTON GAP, VA
A G HYATT, Cashr

No. [illegible] JONESVILLE, [illegible] 17 188[illegible]

POWELL'S VALLEY BANK,

PAY TO [illegible] OR BEARER

[illegible] DOLLARS,

$ [illegible] 00 M. L. Parsons

VIRGINIA.

To the Hon. H. A. W. Sloan, Judge of the circuit court for Co County:

The plea of J. C. Jesse admr. of the estate of M. C. Parsons, to a petition filed in the Chancery cause of R. C. Pennington ~~Admr.~~ &c vs. Russell T. Jesse et als, now pending in this Court, by H. J. Milham admr. of J. S. Burgin and for plea the said Jesse says and alleges that the said John S. Burgin in his life time for the tax year did list or give in to the assessor or Aud. of Revenue the notes sued upon, nor has the said Milham as his admr. had the same listed for taxation or furnished the Exoner of records with the amount, date and credits on same; all which being true your respondent ~~says that~~ is advised that no action or suit can be had on either of said notes set out in said Milham's petition, and of this he prays judge.

ment, and that said petition be dismissed with your respondent's costs. And he will ever pray &c.

Pennington Bros
for respondent
Adm:

J.C. Fraser Adm
adv. Plan
H.J. Williams Sheriff
Atty

VIRGINIA, Lee County, To-wit:

I, ~~S. V. F. Richmond~~ A. B. Ormsey, Clerk of the Circuit Court of said county, do certify that M. C. Parsons attended before said court at the November term, 189 3, one day, as a witness on behalf of Silas Flanary in a certain suit then pending in said court wherein said Silas Flanary is plaintiff, and The Lee River Manufacturing defendant, said witness also traveled no miles over ten in coming to said court and returning to his place of abode, for which attendance and mileage he is entitled to ~~dollars and~~ fifty cents, payable by the said Silas Flanary. And I further certify that an entry of the same has been made on the oath of M. C. Parsons. Given under my hand this the 11th day of November, 189 3

Teste: [illegible], Clerk.

vs } Certificate of Witness Attendance

$

At term

Lee County Court, 189

VIRGINIA, Lee County, to wit:

I, A. B. MUNSEY, Clerk of the Circuit Court of said county, do certify that M. C. Parsons attended before said court at the June term, 1894, two day S as a witness on behalf of Silas Flanary in a certain suit then pending in said court wherein Silas Flanary plaintiff, and Louisville & Nashville Railroad Company defendant, said witness also traveled — miles over ten in coming to said court and returning to his place of abode, for which attendance and mileage he is entitled to One dollars and — cents, payable by the said Silas Flanary. And I further certify that an entry of the same has been made on the oath of M. C. Parsons. Given under my hand this the 6th day of June, 1894

Teste:

A. B. Munsey Clerk.

VIRGINIA:

LEE COUNTY CIRCUIT COURT, March Term, 189 4

Order, That Silas Flanary

pay unto M. C. Parsons $ 1.50

for 3 days attendance as a witness for him against

The L & N R. R. Co. traveling ~~two~~ miles over ten

in coming and the same in returning.

Teste: A. B. [illegible] Clerk.

Virginia, Lee County to-wit

This day Geo. W. Parsons personally appeared before me A. M. Gains Special Comr &c. and made oath that the articles charged in the within acct were purchased by him from J. J. C. Flanary & Bro that at the time he purchased said articles he was under the age of 21 years and was in the neighborhood of J. J. C. Flanary & Bro as a student attending school, that he afterwards heard J. J. C. Flanary call on or speak to his father in regard to the acct, and he said it was all right and that he would pay it.

Given under my hand this, May 21, 1892

A. M. Gains
Special Comr

Claim No. "45."

1893 Parson M. C. Cr Dr

[illegible]

May 12 for Lon [illegible] 1.00 [illegible] 1.25

[illegible] " Hat 2.25

June 31 " for Lon Pkg 1.75

[illegible]

This day E. S. Flenniny appeared before me and made oath that the foregoing acct. is just & true, and that the same is due & unpaid. Given under my hand this June 1, 96.

A M Goins, Special Com

Calculations
on some of debts
vs. M. C. Parsons'
Estate.

Estate of M. C. Parsons, dec'd,
In acct with
J. A. G. Hyatt, Guar. of John M Howard.

1895, Jan. 1,	To this sum shown to be in hands on settlement of this date,	$2107.24
	Cr.	
1896, Feb. 17,	By payment of this date,	$100.00
Mar. 23,	" " " " "	200.00
June 12,	" " " " "	150.00

Calculation.

$2107.24 = on settlement Jan. 1, 1895,
126.43 = Int to Jan. 1, 1896.
$2233.67 = Amt. due Jan. 1, 1896.
17.12 = Int to Feb 17, '96
2250.79 = Amt. due Feb. 17, 1896.
100.00 = Cr. by payment Feb. 17, '96.
2150.79 = Bal. due Feb 17, '96
12.90 = Int. to Mar. 23, '96.
2163.69 = Amt. due Mar. 23, '96,
200.00 = Cr by payment Mar 23, '96.
1963.69 = Bal due Mar. 23, 96,
25.85 = Int. to June 12, 96.
1989.54 = Amt due June 12, 96,
150.00 = Cr by payment June 12, 1896
1839.54 = Bal. due June 12, '96,
42.61 = Int calculated to Nov. 1, 1896
$1882.15 = This sum due as of Nov. 1, 1896

Calculation

"A"

$1882.15

The Estate of M. C. Parsons Decd
In Account with
C. E. Johnson, Rec.

			Dr.	Cr.
1895				
Jan	1	To Bal. as per settlement of this date	2051 24	
		" Int to Dec 2, 95	112 81	
			2164 05	
		By cash, 75.00 paid Nov. 6, 95; 150.00, Dec 2,	225 00	
			1939 05	
		To Int on bal. to Dec. 26. 96.	7 75	
			1946 80	
Dec	26	By cash	58 00	
			1888 80	
1896		To Int. to Feby 29, 96,	18 88	
			1907 68	
Feby	29	By cash	100 00	
			1807 68	
		To Int to Mch 13,	3 61	
			1811 29	
Mch	13	By cash,	154 00	154 22
			1657 29	
		To Int to May 12,	16 57	
			1673 86	
May	12	By cash	39 95	
			1633 91	
		To Int to June 24	11 43	
			1645 34	
June	24	By cash	35 96	
			1609 38	
		To Int to July 29,	9 65	
			1619 03	
July	29	By cash	100 00	
			1519 03	
		To Int to Nov 1, 1896,	22 78	
		To Bal Due Nov 1, 1896	1541 81	
		Cr Error above		22
		Bal -	$1541 59	

Calculation
"B"

$1541.57

W. M. Smith
H. D. G. Blair
M. C. Parsons } 2 Notes dated May 9th 1887
with interest calculated from Mar.
1st, 1895; for $1250. each -

The following calculation applies to both notes.

$1250.00 = Pr.
14.58 = Int.
1264.58
407.50 = Cr. May 11, 1895
857.08
9.86 = Int.
866.94
50.00 = Cr July 20, 1895
816.94
8.98 = Int.
825.92
70.00 = Cr. Sept 26. 95.
755.92
6.55 = Int.
762.47
80.00 = Cr. Nov. 18. 96
682.47
9.32 = Int.
691.79
100.00 = Cr. Feby 10.-'96
591.79
4.24 = Int.
596.03
150.00 = Cr. March 23. '96.
446.03
16.95 Int.
$462.98 = Bal. Due as of Nov. 1, 1896.

Calculation

- "b" -

- "D" -

W. C. Parsons

1893	To S. V. F. Richmond, Clerk Lee County Court		Dr
Oct 31st	To recording contract with W. J. Thomas 1.25 J50		$ 1.75
1894 Jany 17th	" " deed to self from F. R. Stickley 1.25 J50		2.75
Feby 2nd	" " " J. L. Pennington 1.25 J50		1.75
" "	" " Same 1.25 J750		8.75
March 16	" " " of Fred Louis Pugh 1.25 J50		1.75
1895 Jany 21st	" " Contract with Wm R. Johnson		1.25
1894 Aug 7.	To entering atty Jas Carmical 10		
	1. Filing papers 15 Docket 18 Order 36		
	Sept Order 36. Oct order 36. 1 Subpoena 20.		
	Nov Ord 36 1 Subpoena 20 Dec order 36.		
	1 Subpoena 20		
1895	Jany order 36. 1 Subpoena 20. Feby order 36.		
1894	1 Witness Certificate 30 copy order 15 Tax costs 14		$ 4.70
Feby 26	To recording your sette as Guard for J. M. Howard		2.00
" "	" " " " " " Emily O. Howard		2.25
March 19th	" " " " " adm J. P. Crater		1.75
1895 Nov 23	" " " " Guard for J. M. Howard		2.00
" "	" " " " " " Emily O. Howard		2.00
			$ 32.40

Cers.

1894 April 16	Cer By Cash $ 2.50	
May 21	" " " $ 12.50	15.00
	Bal	17.40

Amt

Sworn to by S. V. F. Richmond, this Apr 17, '96

A. M. Goins,
Special Comr.

"Claim #3"

S. J. C. HOWARD,
ATTORNEY AT LAW
AND COUNTY ATTORNEY,
OFFICE IN COURT HOUSE.

Harlan, Ky. Nov 13 1894

Mr M. C. Parsons
Keep Settlement or
Payment you
make with Mr
Johnson will be
satisfactory with us
Yours Truly
S. J. C. Howard
& Clay
Attys

Pennington Gap Bank

TRANSACTS A · · ·
GENERAL BANKING BUSINESS

Special : Attention : Given : to : Collections

W. S. HURST, PRESIDENT
A. G. HYATT, CASHIER

PENNINGTON GAP, VA. Nov [illegible] 189[illegible]

Rec'd from M C. Parsons Guardian for E C Hounsell Four Hundred Dollars being part payment on $5[illegible] Executed by J T S Koggs E C Johnson & myself to said M C Parsons dated 5th day of November 1894 and due 3 years after date. Given under my hand this 15th day of December 1[illegible]
And it is expressly understood that said Parsons does not claim interest on this receipt as the $550.00 note bears Interest C. E. Johnson

Pennington Gap Bank

TRANSACTS A . . .
GENERAL BANKING BUSINESS

Special : Attention . Given : to : Collections

W. S. HURST, PRESIDENT
A. G. HYATT, CASHIER

PENNINGTON GAP, VA. Nov. 15 1894

Dear C. E. Johnson
Oil Hundred & Fifty
Dollars being Balance
on $50 Note Executed
by ~~Jas. Skaggs~~ E. O. Johnson
~~C. E. Johnson~~ Nov 17 90
due 3 years after date
And I agree to pay
this due Bill not later
than January 1/95
This Nov. 15 94

M. C. Campbell
Witness

Pennington Gap, Va. 12/28 189 No.

PENNINGTON GAP BANK

Pay to [illegible] Co or Bearer $123 20/100

One Hundred Twenty three 20/100 Dollars

For Bal due Bill C E Johnson Dist M C Parsons

SEVEY NYFLS 994

M. C. PARSONS.

Zions Mills, Va. Nov 15 1894

PENNINGTON GAP BANK

PAY

To C. E. Johnson or Order $300.00

Three Hundred Pennington Gap, Va. Dollars

For part on 500.00 Note

Pay to E. A. Johnson

M. C. Parsons

C E Johnson

[illegible]

[illegible]

[illegible]

Pennington Gap Bank

TRANSACTS A . . .
GENERAL BANKING BUSINESS.

Special . Attention . Given . to . Collections.

W. S. HURST, PRESIDENT
A. G. HYATT, CASHIER.

PENNINGTON GAP, VA. Feb. 10. 1896

M. C. Parsons
~~To~~ Dr. D. N. Howard Dr.—
'94.
To Amt apc for Dr Bill $6.00

Virginia Lee Co towit
This day personally appeared before me the undersigned J F Witt & made oath that two or 3 days before the death of said Parsons he the said Witt heard the said Parsons say he owed D N Howard 6 or 7 dollars for Doctor Bills, And I also further certify that D. N. Howard personally appeared before me & made oath that the above apc against M C Parsons is just & unpaid. Subject to No Credits. Given under my hand this Feb 10/96 A G Hyatt N.P.

Claim No

The Estate of M. C. Parsons, Decd,
To J. F. Witt, - - - - - Dr.

1895- Mar 22,	Amt. agreed to pay for Elias ~~Robbins~~ Robbins, [See Order by M. C. Parsons attached hereto.]	$4 00

Virginia, Lee County, to-wit:-
This day J. F. Witt personally appeared before me, A M Goins, Notary Public ~~a justice of the peace for Lee Co. Va.~~, and made oath that the foregoing Acct. of $4 00/100 was never paid to him by M. C. Parsons in his life time, or by any one else for said Parsons in his life time, but that the same has been assigned to H. J. Russell since the death of said Parsons.
Given under my hand this the 22 day of May, 1896.

A. M. Goins ~~J.P.~~
Special Comr

J. F. Hill

vs. } $4 00/100

Estate of M. C. Parsons

Decd.

Assigned to

H. J. Russell -

Claim No. "22."

For value received we assign Henry T. Ferguson, and guarantee the payment thereof the sum of Two hundred and eighty seven dollars and eighty four cents ($287.84) on a note executed by A. M. Brown to Phoebe Flanary for the sum of $266.66, dated the 10th day of Aug. 1887 and payable on or by the 10th day of Aug. 1887 and on which suit has been instituted in the Circuit Court of Lee County Va. in the name of C. E. Flanary adm-ect vs. the said A. M. Brown This the 19th day of Feb. 1894.

F. S. P. Pennington
M. C. Parson

2 [illegible]
[illegible]27.00
287.84
50.71

Virginia Lee County To wit

This day. France Slagle personally appeared before me A. M. Goins and made oath that the entire sum mentioned in the within instrument is still due just and owing to him. No part thereof are having been paid. Given under my hand this the 4th day of April 1896.

A. M. Goins, Special Com.

John L. Cummings
X his O. Mason

Claim No. "30"

ORR & RUSSELL, General Merchants,
JONESVILLE, VA.

$

Jonesville, Va

days after date

promise to pay

Twenty five

100 Dollars,

Value received, waiving all Homestead and Exemption Laws as to this debt.

Witness hand and seal

[SEAL.]

No.

DUE:

[SEAL.]

[illegible] [illegible] [illegible]
[illegible] [illegible]
[illegible] [illegible]
[

No. _____ July 29th 1896

RECEIVED OF Rupell Jesse Admr. M.C. Parsons Decd.

One Hundred ~~~~~ Dollars

Part payment on debt due by said Parsons as Guard to Emma C. Johnson nee. Emma C. Howard.

$100.00

C. E. Johnson Recd

In Emma C. Johnson

"34a"

28a

100.00

"17"

"Claim XX"

Interest on this note from 1890 to to 1895 — Interest to be paid on the first day of every March

1894, March 3. Credit this note by cash $75.00

1895 May 11th Cr. by cash four hundred seven Dollars & fifty cents

[illegible]

[illegible]

[illegible]

Estate of M.C. Parsons to E.P. Garrison Dr.
Nov. 1, To balance in hauling [illegible] $1.00

E.P. Garrison.

Personally came before me on the 1st day of November 1890 E.P. Garrison and made oath that he was employed by M.C. Parson Esq ~~employed him~~ during his lifetime to look after his stock and that there is still due him for said services the sum of one dollar, and that the same is just and unpaid.

C.K. Hopkins N.P.

Personally came before me J. Wesson Coats and made oath that he was employed during the year 1884 to look after the business of M.C. Parsons and that in Nov 1884 E.P. Garrison done some working for said M.C. Parson Esq and that, in settling with said Garrison for said person, he made a mistake against said Garrison of 1.00 and that the same is just and unpaid.

C.K. Hopkins N.P.

Claim No. "23"

For value received I assign the within account to H. J. Rumel This 3rd day of [illegible]

Calculation of Crabtree Judgment

$306.87 = Pr.
2.50 = Atty fee paid.
$303.37
10.56 = Int. 6 mos. + 29 days.
$313.93
5.13 = Cost.
$319.06
30.00 = Cr. Nov. 20, '94.
289.06
1.20 = Int. 25-days.
$290.26
100.00 = Cr Dec. 15, '94.
$190.26
4.69 = Int. 4 mos + 28 days
$194.95
70.00 = Cr. May 13, '95.
$124.95
2.02 = Int. 3 mos. 6 days.
$126.97
-30.00 = Cr. Aug. 19, '95.
$96.97
11.00 = Hogg paid Crabtree as of Aug. 19, '95.
$85.97 =
21.74 = Int. to Nov 8, 99, 4yr 2 mos + 19 days
$107.71 = as of Nov. 8 '99.

$107.71 = Due as of Nov. 8, '99.

At a circuit Court continued and held for Lee County at the Court house thereof on. Monday March 9th 1896.

Daniel Hall.
Vs.
J. C. Jesse and H J Russell Admrs of M. C. Parsons deceased

Decree that the Plaintiff recover of the defendants as Administrators of M C. Parsons deceased the sum of Seventy & $\frac{24}{100}$ ($70.24). dollars with interest thereon from the. 1st day of March 1896. till paid. and the costs.

Clerk.	$7.17
Jor	1.50
Sheriff	5.00
Atty	15.00
Comr	25.00
Wits	3.36.
G A L.	5.00
Ser. C.	45
	$62.28

Said Judgement has this endorsement on it. "$ 50.00 of This Judgement and the Attorney's fee is for the benefit of Duncan & Hyatt."

A. Copy Teste.
A B Munsey Clerk

Daniel Hall
vs } Copy of Judgt
Jessee & Russell admrs

"Claim #14 & 15"

~~"#16"~~

Clerk

Copy. 25 cts for Clerk

April 1st 1894

Three months After date we

promise and bind ourselves heirs executors &c. to pay

to J. W. Nix or order, Twenty Six — DOLLARS

and ..... cents, for value received, and hereby waive the benefit of the Homestead exemption, or any other law that is now or may hereafter be enforced to prevent the collection of the same, in this or any other State.

Witness our hands and seals this 1st day of Apr. 1894

A. Ku, O.E. SEAL

No

No SEAL

Claim No. "24"

J. E. Parsons

$4.35

Claim No. 34.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON M. R. Kirk

A. M. Goins, Carr of the Circuit.

to appear before ~~the Judge of our County~~ Court of the County of Lee, at the court-house thereof on the 29th day of April 1899, to testify and the truth to say in behalf of the Defendants in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between the ~~Commonwealth of Virginia, Plaintiff,~~ and Jesse V Russell, Admrs deft Geo. A. Crabtree Plaintiff ~~Defendant~~ And have then there this writ. Witness, S. V. F. RICHMOND, Clerk of our said Court, at the court-house, the 17th day of April 1899, and in the 123rd year of the Commonwealth,

S. V. F. Richmond Clerk.

Entered April 17
1899 Rev. S.
E. B. Blackiston
for the Publication
S.S.C.

W. L. Parsons (Hickory Flats)

1892 To J. A. L. Hyatt Clerk Dr

Mar. Summons Debt vs S. B. Potent et al 25 Copies 25 .50

Recept 18, Rules 50 Tax 2.00 alias Summons 25 Copies 25 3.18

Contd a Rules 1.25 file decl 15 Docet 18 1.58

Atty 10, order 36 Copying note 30 76

Taxing Costs fee 40 40

$6.42

(5) M. C. Parsons

Five Bills

To 3 6.42

$21.42

J. A. & H. Hyatt

1874 Mr. Le Prevost's Recd for Mr. Howard of
Dec. To Q. A. Gilfyatt, Commissioner on
for making settlement $2.50

(6)

M C Parsons
[illegible]
[illegible] Free Bible
[illegible]

[illegible]

M. C. Parsons & Guard for Emily O. Howard
To J. & E. Hyatt Commissioners Dr

1894
Dec 27 Fee making Settlement $2.50

(7)

M. L. Carson & for &c

To J. A. L. Hyatt Clerk

		Dr
1881 Aug.	Fil Petition in Chancery vs David A. Burchfiel Dmrs 15	15
1882	Decree 36 Copies 600 Depth 18 Decr. Contd. 34	1 50
Mn.	Fil report 15, Decree 36 Bond &c 65 Copy 50, fil Pets 15	1 61
1883	Decree 36 Aug & Decr Contd 72	1.08
	Fil reports 30 Decrees 36. Contd 72 Taxing cost 40	1 78
1884	Contd this year 1.08 1885 Contd 1.08 1886 Contd 1.08	3 24
1887	" 1.08 1888 " 1.08 1889 " 1.08	3 24
1890	" 1.08 1891 " 1.08 1892 " 1.08	3 24
1892	Mar & June Contd 72 Taxing Costs &c 1.00	1.72
		$17.56

(4)

[illegible] Freight
[illegible] Bill
[illegible] 1752
[illegible]

Exceptions to be made

1st Farrel -

2d two taxing of cost
once 40 which is
proper & the last 1/- -
is erroneous.

P D S for
Admr.

M. C. Parsons

To J. A. Hewitt

1894		Dr
Sept	To writing deed &c from Mat Sims	1.50
1892	" " Bond &c for Sumner	1.50
Mr. 1893		
Feb 20	" " Deed to Statzer	1.00
		$4.00

(3)

M. le Parsons
Free Bill
To ⅔ $4.00
J. A. Hewett

Excepted to because
the within is not
fee bill but account
for legal services
& part of it (1st & 2d items)
is barred.

P & J for
defendants.

(2)

Excepted
to because
barred by
Statute of
Limitation.

PVS for
Adms.

(1)

Expected to
be cause barred
by statute of
limitation.

PWJ for
Adverse-

1896 M. C. Parsons Estate

April 6 To J. A. S. Hyatt late clerk Dr

Bared	1	Fee Bill ado M. V. Pennington by &c	√ 1.50
Barred	2	" " " D. S. Litton	√ 1.16
Partly bared	3	" " For writing deeds &c	4.00
	4	" " Pending cause vs D. F. Burk Admr	17.56
	5	" " Do " " S. B. Polock	6.42
	6	" " For Guard Settlement (J. M. H.)	2.50
	7	" " " " " (E. O. H.)	2.50
		Total due - - - - - - - -	$35.64

I certify that the above list of fee are just and remain unpaid, and refer to the records for verification of same
April 6th 1896. J. A. S. Hyatt

Sworn to before me this Apr. 6th, 1896.
A. M. Goins
Special Comr.

Acct. of

J. H. G. Liggett

$35.64

Claim # "38"

Order to
[illegible]
[illegible] 1896

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]

entitled to
be paid
[illegible] day
of every
month

[illegible] day of March 1895. [illegible]

[illegible]

[illegible]

[

Nov 9 1891
Credit with Seventy five
dollars
Credit the within not
Seventy five dollars
March the 14th 1892

1893 March 6th Received of M. C
Parsons Seventy five dollars

1894 Mch 3. Cr within note by Cash $75.00

1894 March 16 Cr by allowance [illegible]

1895 May 11th Cr by cash four hundred and
seventy
Dollars and fifty cents

[illegible]
Credit [illegible] 9 1883
Credit [illegible] hundred Dollars
[illegible] 1884
[illegible] Dollars [illegible]

Folsom [illegible] 18"

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Feb. 23, 1893.

M. C. Parrott (Seal)

Claim No. "25"

Pennington Gap Bank

TRANSACTS A . . .
GENERAL BANKING BUSINESS.

Special : Attention : Given : to : Collections.

W. S. HURST, PRESIDENT
A. G. HYATT, CASHIER

PENNINGTON GAP, VA. May 9 1896

Russell Jessee Admr
Est M C Parsons Decd
To C E Johnson Dr.

Dec 15/94
To 1/2 Costs Compromise $27.80 $13.90
Int same to date
Virginia Lee Co to wit.

I A G Hyatt a Notary Public for the County of Lee & State of Va do Certify that C E Johnson personally appeared before me & made oath that the above acc against the Estate amounting to $13.90 with Int thereon from Dec 15/94 is just & unpaid and that same is not subject to any credits. Given under my hand this 9th day May 1896.

A G Hyatt N.P.

Claim No "28"

Voucher # 219"

[illegible] .C.P. [illegible] Department,

[illegible]

E.A.Parsons.

[illegible]
[illegible] To [illegible] 1 [illegible] [illegible] $[illegible]
[illegible] 53.2[illegible]

So [illegible] P[illegible]

[illegible] $[illegible]

[illegible], Lee Co[illegible]

I A.F.Maney, [illegible] Circuit Court for Lee County

[illegible] of cost incurred

[illegible] of W.A.I[illegible] and Jesse [illegible]

C[illegible]	$[illegible].50
A[illegible]	[illegible].00
[illegible]	[illegible]
G.A.L.	[illegible].00
[illegible]	.00
T[illegible]	[illegible]
	33.27

A.B. Murray [illegible]

R. L. Pennington Admr.

vs. Sun Chow -

T. J. Russell et al. -

Account of -

T. A. Parsons. 315.00

Cost. 33.27

"Claim # "19"

15.00 One day after date I bind Myself his or to pay to W.S. Hirsh fifteen dollars Value received and I waive the homested exemption as to this note Jan. 24 1895

M.C. Parsons

Leslie J. Morrison

1896. 11 1
1895. 24 24
1 - 9 - 6
6 + 45 + .11 = .106
15
530
106
1.690
15.00
$16.69

M. C. Parsons

Note 1506

W. S. Stark.

Due Jan 24. 95.

"Claim #15"

MONTHLY STATEMENT.

Jonesville, Va., April 1 1896

Mr Cecil Parsons

IN ACCOUNT WITH **B. F. COUK**

TERMS CASH.

1894 Dec 18	To Cash for Stud [illegible]		[illegible]

Personally, appeared before me, B. F. Couk made oath that the above account of $[illegible] against Cecil Parsons just and unp[illegible] Given under my hand this April 1st 1896.

D. P. [illegible] N. P.

Personally appeared before me, John Henderson made oath that the within account is correct, that he knows that said parsons got the work & that so far as he knows is unpaid. Given under my hand this April 1st/96.

D. P. Sewell N. P.

B. & T. Comb.
vs
M. G. Pellond
Contr.

Claim No "20"

At a circuit circuit continued and held for Lee County at the court house thereof on the 5th day of June 1895

W. A. Parsons.

vs

J. C. Jessee et als.

xxxxx Bond

That said William A Parsons recover from H. J. Russell and J. C. Jessee Administrators of the estate of M. C. Parsons the sum of $315.00 with legal interest thereon from the 1st day of January 1895 till paid and the costs of this suit, but no execution shall issue thereon until after the 1st day of January 1896 xxxxx

A true copy from the record

A B Munsey Clerk

$ 75:00

One day after date I
myself heirs
to pay Mollie S. A
$ 75:00 for value received
of hereinbressed
and seal this May 6
Pearson

Claim No.
"26"

Filed Feb. 18, 1896.
C. E. Carlson
Atty.

Memoranda.

INVALIDS' HOTEL AND SURGICAL INSTITUTE

663 Main Street, Buffalo, N. Y.

WORLD'S DISPENSARY MEDICAL ASSOCIATION,

PROPRIETORS.

The Invalids' Hotel and Surgical Institute is not a Hospital, but a Pleasant, Beautiful Home, organized with

A FULL STAFF OF EIGHTEEN PHYSICIANS AND SURGEONS,

FOR THE TREATMENT OF

ALL CHRONIC DISEASES.

We have not the space to speak individually of the large number of professional gentlemen composing the Faculty of this old and world famed institution, but will say that among them are those whose long connection with the Invalids' Hotel and Surgical Institute has given them great experience and has rendered them *experts* in their several specialties. Several of them had previously distinguished themselves in practice, had held important professorships in Medical Colleges, and had filled responsible positions in both military and civil hospitals.

As the fruits of our extensive practice, many very valua-

[illegible]

[illegible]	$ [illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
18 10 [illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Virginia, [illegible] County, to-wit:

Sworn to before me this day [illegible] a member of the firm of [illegible] Co. to be [illegible] due [illegible]

Oct. 6, 1896

[illegible]

Special Comm.

"Claim #12"

MONTHLY STATEMENT

_____ 18____

Mr M. C. Parsons.

To J. O. Gibson Co Dr.

Interest from Jany 1st 1895 on $25.50 & on $20.05 from Jany 1st

1894				
July	20	To coat & vest		10 00
		" Artificials		50
		" 1 pr Suspenders		35
Aug	20	" 1 pr Lads vests.		50
		" 1 corset 1.25 thd 05		30
		" Shoe strings 05		05
		" 4 yd Gingham		34
	22	" 1 Shirt 50 baby cap 30		80
		" 3 yds Lace.		60
		" buttons &c		.28
		" 10 yds Cashmere		2 50
Sept	17	" 1 knife		15
Oct	15	" 1 pr Lads vests		1 25
Nov	10	" 8 yds Serge. @ 55		4 40
		" 3 yds corset jeans.		23
		" 6 yd calico 30 & 1 yd Silk 10		40
		" bunch tips.		60
		" 4 yd braid @ 20		.80
	22	By tips returned.	60	
				25 05

1

MONTHLY STATEMENT

2 18

M.

To Dr.

		brot. fwd	.60	25.05
Apr	22	To 1 veil		.25
Dec	27	" 1 pr baby Shoes.		.80
		" 2 yds braid @ .20		.50
1895			.60	26.10
Feby	17	" 1 pr Shoes		1.50
		" " " Sox.		.50
		" collar button		.05
				28.15

Virginia Lee county to wit:-

I A. M. Goins, Special Comr

do certify that J. R. Gibson

this day made oath before me ~~in my said county~~

that the foregoing account against M. L. Parsons

was just and unpaid as appears upon the

account book of J. O. Gibson & Co

Given under my hand this the 1st day of

April 1896.

A. M. Goins,

Special Comr.

Virginia Lee county to wit:

I, A. M. Goins Special Comr.

do certify that J. B. Shufflebarger this day made oath before me ~~in my said county~~ that he is known to the fact that M. L. Parsons was an acct. with the firm of J. O. Gibson & Co. during the year 1874. that he was clerking for said firms at that time and sold to said Parsons some of the goods charged in the foregoing account.

Given under my hand this the 1st day of April, 1875.

A. M. Gains,
Special Comr.

J. O. Gibson & Co.
vs } Acct
M. L. Parsons

Account

VIRGINIA--LEE COUNTY, TO-WIT:

TO W. E. Check Constable of said County:

I HEREBY COMMAND YOU TO SUMMON Daniel Hall S. D. Hall James P. Graham & Kinrod Potter

If to be found in your District to appear at Jonesville in said county, on the 2nd day of Feb 1896 before me or such other Justice of the said County, as may be thereto try this warrant, to answer complaint of James M. Daugherty Adm of David Board dec'd

and upon a claim for money not exceeding $100, exclusive of interest, to wit: For the sum of $55.37 due by Note, and then and there make return of this warrant,

Given under my hand the 1st day of Feb 1896.

H. C. Joslyn J. P.

James M. Daugherty
Adm of David Board.

Against
Daniel Hall, S. D. Hall, J. P. Graham & Kin Potter
(In debt.)

On the 2d day of March 1896.
At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant $ 55.37, with interest thereon from the 1st day of Oct 1891, till paid, and $ 2.50 for costs.

H. C. Joslyn, J. P.

VIRGINIA --Lee County, To-wit: To W. E. Check Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of Daniel Hall, S. D. Hall, J. P. Graham & Kin Potter, in your county, you cause to be made the sum of $55.37 with interest thereon from the 1st day of Oct 1891 till paid, which J. M. Daugherty Adm. has recovered before Joslyn in a warrant in debt, and also the sum of $2.50 which were adjudged to the said J. M. Daugherty Adm for costs in prosecuting said warrant

Given under my hand the 2d day of March 1896.

H. C. Joslyn J. P

In Bk #13384 Pl. - by K. Potter Oct 1st, 1891.
" " " #6699 Pl. by Daniel Hall July 1st 1895

This case is continued until noon 2d. 1896. Feb 20. 1896.

H. C. Foslyn J.P.

The within Judgment and Execution are hereby renewed for fifty days from this date. This June 1st 1896.

H. C. Foslyn J.P.

See 140

James M. Daughert
Adm of David Ewart
vs Warrant.
Bonnie Hack
S. S. Hack
Annie P. Graham &
Vernon Pettit

Execution in full
This February 21st
1896.
C. S. Shack C.C.C.

Virginia Lee County To-wit:
To C. E. Chick Constable of said County.
Whereas James M. Dougherty Admr of David Wood dec'd who is the judgment Creditor of Daniel Hall. D. D. Hall James P. Graham & Nimrod Poteet. has suggested that there is now in your hands, an execution in his favor against the goods and chattels of the said D. D. Hall. Daniel Hall. J. P. Graham and Nimrod Poteet. for the sum of $55.27 with interest thereon from the 1st day of Oct 1891. and $2.50 Costs. Subject to a Credit of $13.84 Pd Oct 1st 1891. and $6.90 Paid July 1st 1895. And that by reason of the lien of said execution, there is a liability to him on J. C. Jessee & H. J. Russell Admr's of M. C. Parsons dec'd of your County. you are therefore Commanded to summons the said Jessee & Russell Admr's. to appear before me H. C. Jocelyn a Justice of said County, on the 6th day of June 1896. at Jonesville Va to answer whether they are indebted to or have estate of any kind in their hands belonging to said Daniel Hall. or D. D. Hall or J. P. Graham or Nimrod Poteet. and have then and there this writ. Given under my hand and seal this 1st day of June 1896. H. C. Jocelyn J.P. (Seal)

J. M. Daugherty Admr. } At Jonesville in the County
Daniel Hall. vs. D. D. Hall } of Lee on the 6th day of June 1896.
J. P. Graham & N. Poteet }

Upon hearing Judgment is rendered for the Plaintiff for the sum of $55.37 with interest from Oct 1st 1891. and $2.90 Costs. Subject to a Credit of $13.84 Oct 1st 1891. and $6.90 Pd July 1st 1895. And J. C. Jesse & H. J. Russell Admrs of M. C. Parsons decd. who have been garnished in this Cause having appeared and admitted on oath. that they as admrs are indebted to the said Daniel Hall in the sum of $20.24 with interest from March 1st 1896. Judgment is granted the Plff. against the said Jesse & Russell Admrs. for the sum of $20.24 for the use of the said J. M. Daugherty Admr. and no Costs.

H. C. Jocelyn J. P.

"Colorado $16"

J. M. Daugherty Admr
vs. Daniel Hall
Summons on Supersedeas
Daniel Hall et al

Executed by Summoning J. C. Jesse & H. J. Russell admrs of M. C. Parsons decd. and requiring them to appear before H. C. Jocelyn J. P. at Jonesville in the 6th day of June 1896 this June - 1st 1896.
W. B. Hall S. L. C.

[illegible]

[illegible]

[illegible]

[illegible] = [illegible]

[illegible] = [illegible]

[illegible]

[illegible] = [illegible]

[illegible]

[illegible] = [illegible]

[illegible]

[illegible] = [illegible]

[illegible]

[illegible] = [illegible]

[illegible]

4.57 = Interest, 4 mos 28 days

189.68

70.00 = [illegible]

$[illegible]

14.88 = Int. [illegible]

134.56

5.13 = Cost on Judgment on bond.

$139.69

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

"Brantree"

Vouchers for 1st qr.

No. 1 to 45

$9445.14

103
90

$134

a.a.

Received of H.J.Russell and J.C.Jessee Administrators of the estate of M.C.Parsons deceased, seventy five dollars, the same being the interest on a note for the sum of twelve hundred and fifty dollars, executed to me by the said M.C.Parsons in his lifetime, for the year ending March the first 1895. Given under my hand this the 7th day of March 1895.

Wm M Smith by
C. S. Duncan attorney

Received of H.J.Russell and J.C.Jessee Administrators of the e estate of M.C.Parsons deceased, seventy five dolars, the same being the interest on a note for ~~twenty~~ twelve hundred and fifty dollars, executed to me by the said Parsons in his life time, for the year endin; the first day of March 1895. Given under my hand this the 7th day of March 1895.

H. D. G. Blair by
C. S. Duncan atty

Wm M Smith
H. C. G Blair
To Geo St
L P Russell & Co,
Jun.

"P"

$150.00

Rec'd. of Russell & Jesse admrs.
of the estate of M. L. Parsons One
Hundred dollars & twenty-two
cents on and the balance of an
account due me from M. L.
Parsons. This March 7th 1898.

M. R. Gilly

#2

#100.72

Received of J. L. Jessee & H. J. Russell administrators of the Estate of W. L. Parsons deceased Seven dollars & fifty cents Tax on their bond as such Administrators. This 7th day of March 1895.

J. T. F. Richmond Clerk

#3

#7 50

S. V. F. Richmond

From } Receipt

Russell & Jersee

March 8 1895

Received from Russell + Jesse Admott

of M. C. Parsons dec'd

Fifteen dollars ——— Dollars

Amt. in full of note I hold against M. C. Parsons

dated Jan 24, 1895, for $15.00/100

$15.00/100

J. L. i. o. d. e. o.

"#5"

"4"

$15-00

1895 M. C. Parsons.

To Lindsey Roop Dr

January 26	To 1½	gal	whiskey	per	order	$3.00
" 31	" 1	"	"		"	2.00
Feb. 6	" 1	"	"		"	2.00
" 12	" 1¼	"	"		" Self -	2.50
" "	" 1 qt.	"	"		"	.50
						$10.00

Sworn to before me by L. C. Roop March the 18th 1895 A. B. Murray Circuit Clerk

Rec'd payment in full of the above acct. of H. J. Russell & J. C. Jesse, Admrs of M. C. Parsons Est. This April 20 1896

L. C. Roop

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Jonesville Va. April 18th 1[illegible]

[illegible]

#6

$2.00

Pennington Gap Bank,
VIRGINIA.

$270.00

Pennington Gap, Va., Feb 4 1895

Thirty (30) days after date I promise to pay to the order of

J. K. Wilson Esq

Two Hundred & Seventy Dollars

Negotiable and payable without offset at PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced by this note. Given under my hand — date above written.

PENNINGTON GAP BANK, PAID APR 1895 Pennington Gap, Va.

PENNINGTON GAP BANK, PAID APR 1895 Pennington Gap, Va.

The undersigned principals and the endorsers, sureties and guarantors hereby severally waive presentment for payment, demand, protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or other consent, and without affecting their liability.

M. L. Parsons

Due March 6 1895

VIRGINIAN PRINT, JONESVILLE, VA.

#

$271.00

WE as endorsers of this note, waive demand, notice, protest, all exemption laws; and guarantee payment of same or any renewal thereof; and acknowledge that we sign with a full understanding of this notice.

Read from Russell & Jessup Dr
Two Hundred Seventy One & 80/100
Dollars, being amt in full
of within note and interest
due from M C Parsons to
Pennington Gap Bank Given under
my hand this 16th day of Apr
1895.

Alf Tyrall Cashier

$38.49 Recd from Russell Jessee administrator Thirty Eight & 49/100 Dollars. Being the Bal in full of a Note Executed by E M Spears to M. C Parsons for advance on lumber. October 1/94 — And assigned by said Parsons to Pennington Gap Bank for value rec'd And said lumber failing to pay the amt of said note to the extent of said amount. $38.49

Given under my hand this 16th day of April 1895

A. T. Trauloch

500.00
461.51
$38.49

#8

[illegible]

[illegible]

[illegible] 1384-42

#1384-9

April 188 9

Received of

100 Dollars,

No

#9

#760

Eight hundred & fifteen

Eight hundred and fifteen

11th

W M Smith
H D G Blair

J. A. Tubbs
Geo. Gunn

#10

I did not pay this money but Jesse A Russell paid it. I claim no interest in it. The arrangement on hand at the time free through.
~~Opened~~ Illinois 1 May 1846
A. L. Pridemore
#10

#8 15.00

No. 700

Received of

Dollars,

100

No.

$7.00

25.00

June 10 1895

Received from Russell T. Jesse Almira

Twenty five Dollars

For Coffin for M. C. Parson

[illegible]

#2 $1.00

Mr. Mary J. Myers ROCKY STATION DISTRICT. No. 3

To J. A. G. HYATT, Treasurer of Lee County, Virginia, Dr.

No. P 11 No. L 4 1894.	Val.	State Tax 30 cts. on $100.		Sta'e sch'l tax 10 cts on $100		Co. Levy 40 cts. on $100		Road Tax 20 cts. on $100		Co. Sch'l tax 10 cts. on $100		Dis. Sch'l tax 10 cts. on $100		TOTAL OF TAXES,	AMT.
Head Tax		~~$1.00~~				~~50~~								~~$1.50~~	
Per. Prop. No. 1 Tracts															
34½ Acres	69	21		07		28		14		07		07			84
2 Lots															
TOTAL															84
5 per cent pen'ty		[illegible]													04
															88

Received Payment [illegible] Treasurer.

#13

$0.88

July 23 1855

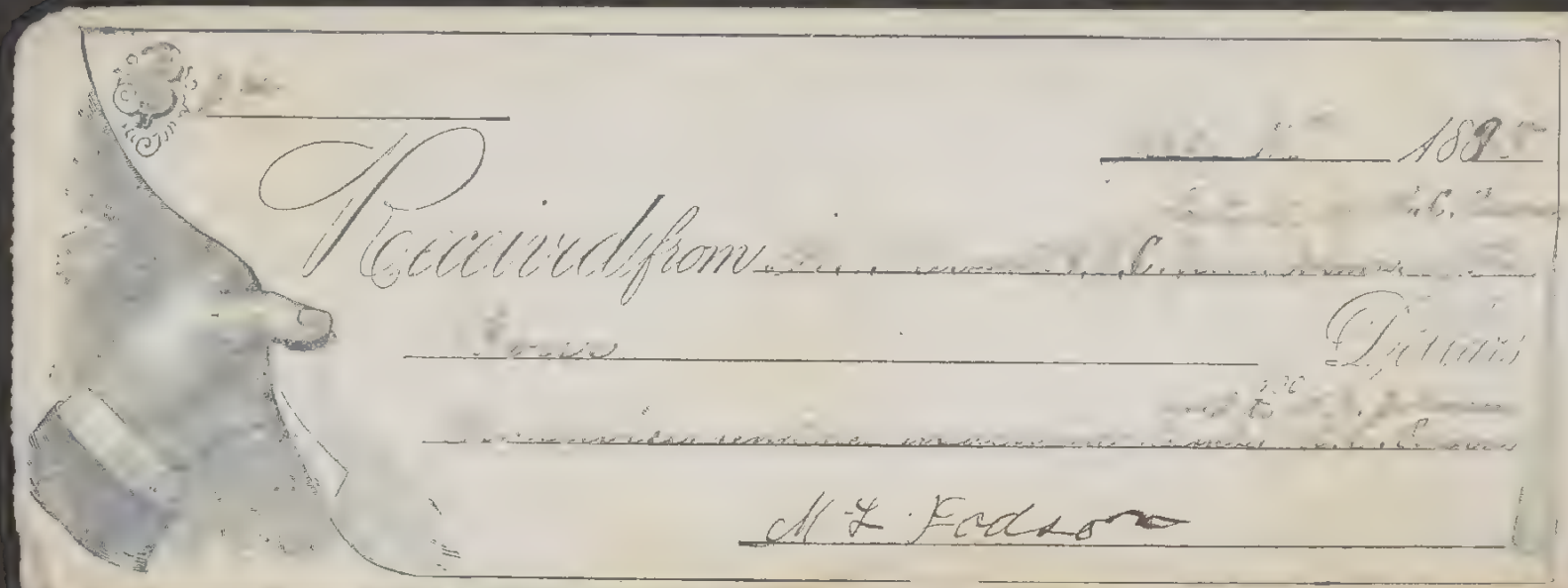
Received from

Dollars

$

"14"

~~8~~ 5-85-



Received from

Dollars

M. L. Fodson

~~$2~~ ~~$6~~ $15 —

~~$4~~ 00

$250.00

July 15 1895

Received of Russell & Jesse Adms. for McC. Parsons est.

two hundred & fifty Dollars.

Which is to go as a credit on the o/c I hold against M. C. Parsons Dec.

J. F. Will

No.

#16.

$250.00

Received July 15th 1895

from Russell [illegible] Adams

[illegible] Estate of [illegible]

Twenty Two Dollars

[illegible] Cent

$ [illegible]

W H Hollis

"##"

#17

$32.00

"46 5/7

Recd from Russell & Jesse, Administrators of the estate of M C Parsons, deceased, Four Hundred, Sixty One & 57/100 Dollars in lumber being part payment of advance made by me to M C Parsons by Note of $500.00 October 1/94 and due January 1st 1895. Said note was given as an advance on a lot of lumber estimated to contain 10000 ft But the measurement fell so much an extent that the lumber failed to pay the advance in the sum of $38.45 Given under my hand this 18th day of April

E. M. Spears.

Credit of $38.45 against the debt

E. M. Spears

$461.57 Receipt

#45

$589.78.

Recd. from Russell & Jones, Admrs. of the estate of M. C. Parsons, dec'd. Five Hundred and Eighty-Nine & 78/100 Dollars in payment of this sum which M. C. Parsons undertook to pay me for W. R. Johnston, in the lifetime of the said Parsons. This sum was paid me out of the proceeds of the lumber furnished me by the said Admrs. during the year 1895-'6. This 2nd day of Oct, 1896.

A. & B. L. Johnson

"#44"

Rescue of Jesus

From: { Rec'd. ~~3, 7, 13~~ 4, 3, 44

Mr. Schurlain.

$1923 63

Recd from Russell & Jason, Admrs. of the Estate of W. C. Parrans, ($1923.63) Nineteen Hundred & Twenty Three & 63/100 Dollars, out of the price of lumber furnished me, for sawing and sticking 641.2/3 ft. at $3.00 pr M. which was paid me in lumber during the year 1895-6. This Oct 1st 1896.

A. H. Johnson

Russen v. Jenn

v. Recht-
1923. 63

W. K. Jetmore

43

Virginia,

Lee County, to wit:-

This day A. Johnston personally appeared before me A.G. Tyatt, Notary public in and for the County & State aforesaid, and made oath that he has paid Wm. R. Johnston for Rosser & Jesse Adkins of the estate of W. C. Parsons, the following Accounts:- which I believe to be correct:-

$1923.63 for Logging 641,213 ft @ 3cts per M.
$1099.15 " hauling 628,088 " @ 1.75 " "

Given under my hand this the 7 day of Oct. 1896.

A G Tyatt N.P.

41 1923.69
and
42 1099.151

$100. Received of J. L. Jesse one of the Administrators of the Estate of M. L. Parsons deed One Hundred Dollars, as part payment of the liability of said M. L. Parsons as late Guardian for J. M. Howard minor heir of L. B. Howard deed this February 17th 1896

J. L. Hyatt
Guardian for
J. M. Howard

J. A. G. Hyatt
Burnt [illegible]
[illegible]

[illegible] 50.00
//

~~#~~ ~~[illegible]~~
~~#~~ 40

100 00

No. _____ Dec 2 1895

RECEIVED OF Russell & Jesse Adams McParsons

One Hundred & Fifty ~~ Dollars

Part payment on amt due from said Parsons

to Emma C. Johnson re Howard

$150 00

E. E. Johnson

Rec'd

#30

$150.00

Dec 3 1895

Received from Russell Jesse Administrator

One 50/100 Dollars

Cost in Case of Jessie Burton against said Est

[illegible]

Title

M. C. Parsons Atty

3.

$1 50

$

RECEIVED OF _____ 189__

_____

_____ 100 Dollars

account _____

_____

No

#32

#1744

58 00

Dec 26 1895

Received from Russell T. Parsons Admr M. C. Parsons decd

Fifty eight Dollars

Part payment on amount due from said Est to Emma A Howard now E. A. Johnson

E. A. Johnson Receiver

~~$~~ 55 –

~~$~~ 58 00

$3.00

No

RECEIVED OF January 2d 189

Russell & Jesse Helmes

as their Interest in Estate

of their Father

100 Dollars

To be Credit on indebtedness

he holds against said Estate

& W. E. Parsons

#34

$3.00

$ [illegible]

RECEIVED OF [illegible] Dec [illegible] 189[illegible]

[illegible]

[illegible] 100 Dollars

[illegible]

[illegible]

Nº

William Headrick

351

$8.04

$2.50

Rec'd of J. C. Jessee, adm'r
100 + 50/100 dollars atty's fee in case of
J. C. Jessee + H. J. Russell, adm'rs of
M. C. Parsons, dec'd vs. D. B. Byington.
This Jan'y 20, 1896.

G. M. Blankenship.

[illegible]

[illegible]

36

$2 50

$ 28.00

No

RECEIVED OF

Feb 3 1896

Russell D Jesser Admrs

Twenty eight 00/100 Dollars

For Inspeting Lumber

M. L. Dodson

#37

2800

No. _____ February 10 1896

RECEIVED of Russell Dissee admrs M. C. Parsons Dec'd

Two Hundred ~~~~~~~~~~ Dollars.

Last payment on M. C. Parsons note due us which note is secured by Deed of Trust recorded in clerks office of Lee Co. Va.

$200.00

A. J. Dissee

W. M. Smith

38

200.00

No. _____ Febry 12 1896

RECEIVED OF Russell Jessee Admr M. C. Parsons Dec'd

Seven 95/100 _____ Dollars

Amt in full overdraft due from M. C. Parsons to Pennington Nat Bank $7.50 with Interest 45¢

$7.95

A. T. Lyon Cashier

#89

7 95

53 3393

Nov 27 1895

Received from Russell T. Jesse, Admr of M. C. Parsons

Thirty Three and 33/100 Dollars

For rent on one field bought of M. C. Jesse

all [illegible] rent.

~~# 31~~
29
~~$~~33.33

[illegible] 20 day of

W. M. Smith

H. F. [illegible] Blair

O. L. Lytle

~~#4~~ ~~#6~~

#18

#100.00

Received Aug 17 1896

from Russell & Jesse Adams

Trs of the estate of M. L. Parsons

Three & 25/100 Dollars

For ~~pay~~ cash - in lieu of Brown co

$5-25-

C. A. Schuck C. & C.

#19

$3.50

$ 3.25

RECEIVED OF _____ 189__

_____

_____ 100 Dollars

_____

No. _____

#24
#20
#300

[illegible] Administrators [illegible] Deceased

[illegible] Two dollars twenty five cents in full

[illegible] Charges for [illegible] a mortgage on [illegible]

[illegible] 23rd 1888

[illegible] Counsellor at Law.

~~#24~~

#21

~~$2.125~~

one hun-
dred and forty

one hundred & forty

24

#23

$1400.00

_____ 188_____

Received from _____

_____ Dollars

_____

_____

#23

$5.00

vs. }

Jonesville, Va., Oct 23, 189 6

RECEIVED from ~~A. M. GAINS~~ H. J. Russell and J. C. Jessee, Admrs. Sixty-one $ 50/100 Dollars, which sum I this day credit on a note I hold as Comr. ~~for the~~ against M. C. Parsons & M. B. Spencer on the purchase of the Timothy Sisk property in the town of Jonesville

A. M. Gains, Comr.

#2

$6/50

No. _____ Nov 6 1895

RECEIVED OF Russell Jesse Admrs M. C. Parsons Dec'd

Seventy Five _____ Dollars

Part on amt due from said Estate to Emma O. Howard, now E. Johnson

$75.00

_____ Rec'r

#3231

$31.00

Received of H. J. Russell & J. C. Jessee Administrators of the Estate of M. C. Parsons deceased one hundred and sixty dollars and the said sum is to go as a credit on a certain debt which the late M. C. Parsons owed us, and was secured by a deed of trust, properly recorded in the County Court Clerks office of Lee Co. Virginia and we hereby assign to the said H. J. Russell and J. C. [illegible] Administrators, one hundred and sixty Dollars of the said M. C. Parsons debt secured by a deed of trust as aforesaid, given under our hands this the 6th day of Nov 1895

Witnesses

#26

$160.00

HENRY J. MORGAN, President. C. E. COUK, Cashier

Capital Paid in, $32,500.00

Powell's Valley Bank.

Jonesville, Va. Nov. 13 1895

$86 30

Received from N. J. Kennell Admrs. of M. C. Parsons dec'd & J. C. Jessee their note for $77 84 & H. J. Kerr their check for $8 46 amounting in the aggregate to $86 30 which is a settlement in full of a note due Jane Myers for purchase money of land & the costs of a suit brought by her against M. Z. Parsons et al, which note the said M. C. Parsons in his life time had agreed to pay —

Henry J Morgan Treas
Pennington Gap Co.

#29

$86.30

Mr. [illegible] District. No. [illegible]

To W. E. WYNN, Treasurer of Lee County, Virginia, Dr.

No. P 2 No. L 3	1895 Val.	State Tax 30 cts. on $.00	Sta'e sch'l tax 10 cts on $100	Co. Levy 40 cts. on $100	Road tax 20 cts. on $100	Co Sch'l tax 10 cts on $100	Dis. Sch'l tax 10 cts. on $100	TOTAL OF TAXES.	AMT.
Head Tax		$1 00		50				$1 50	
Per. Prop.									
No. 6 Tracts									
926 Acres	[illegible]	[illegible]	183	127	[illegible]	[illegible]	[illegible]	[illegible]	
Lots									
TOTAL									
5 per cent pen'ty									

Received Payment [illegible] Treasurer.

Received of Russell T. Jesse Admr of the Estate of M. C. Parsons decd. the sum of one hundred and twenty nine Dollars and thirty nine cents, for Tax against said Estate for the year 1895

This Nov 19th 1895

[illegible]

[illegible] #78.44 [illegible]
Charged [illegible]
2 #50,93 to Tax [illegible]
[illegible]

#~~30~~
28

#78 44

1894 W. C. Parsons

Aug 31st, Sept 1 + 2. ~~1894~~ In account with C. C. Elliott Dr.

To three days surveying and plotting $6.00

Virginia: In the Clerk's Office of Lee county.
I, S. V. F. Richmond, Clerk of the County Court of said county do hereby certify that C. C. Elliott appeared before me this day in my office and made oath that the foregoing account of $6.00 is just, correct and unpaid. This April 15th 1895.

S. V. F. Richmond Clerk.

Virginia: In the Clerks Office of Lee county.
I, S. V. F. Richmond, Clerk of the County Court of said county do hereby certify that Lewis Stapleton appeared before me this day in my Office and made oath that C. C. Elliott done the work named in the foregoing account This Apr. 15th 1895.

S. V. F. Richmond Clerk

Act
M. C. Parsons

C. C. Elliott
vs
M C Parson's
Estate.

$6.00

Claim No. "B 3."

M. C. Parsons

1895 — To C. A. Russell Dr.

Feby.	14	To 1 pair Ladies Over Shoes	$ 1.00

This day C. A. Russell personally appeared before me A. M. Goins Special Comr, and made oath that the above Acct. of $1 00/100 is justly due him and unpaid from the estate of M. C. Parsons dec'd, this May 1, 1896,

A. M. Goins
Special Comr.

M. C. Parsons

Dr. Acct. with

C. P. Russell

$1.00

Claim No. 32.

M. C. Parsons Estate
To J. A. G. Hyatt Guardian
for John M. Howard Dr

	To this sum shown to be in his hands by settlement - - - -	$2107.24
1895 Jany. 1	" Interest to Jany 1st 1896.	126.43
	amount due " "	$2233.67

This fund draws interest annually on all balances.
I have been recently paid $100. + 200 = $300. on this debt and gave receipts therefor. - J. A. G. Hyatt
Guardian

M. C. Parson

To $2233.07

June 1st 1896

L. A. S. Hyatt

Guardian

"Claim #1"

Nov 6 mo

Nine years — after date I promise to pay to the order of

M. D. RICHMOND One Thousand 100

Dollars for value received and I hereby waive the

benefit of my Homestead Exemption as to this debt

Witness my hand and seal M. C. Parsons — SEAL

SEAL

No.

PARSONS Job Printer.

[illegible]
to [illegible]
[illegible]

Claim [illegible]

1894 (Col 15-)
[illegible] by Chick $57[illegible]

Balance due the
June 10th 1896 $570.
This day paid me
Wm. O'Neill as per
written agreement
on the [illegible] O'Neill
purchase money on
Knob Farm due from
[illegible] Parsons [illegible]
[illegible] written certificate
[illegible] 10th 1896.

A. L. Pridemore

$1000 00/100

March 26th 1885

Five Years after date I promise to pay to the order of

M. D. RICHMOND One Thousand 100

Dollars for value received and I hereby waive the benefit of my Homestead Exemption as to this debt

Witness my hand and seal M. C. Parsons SEAL

SEAL

J. M. PARSONS Job Printer.

For Land No.

[illegible] note to A. L. Pickens
Dated [illegible] 18[illegible] 1859

For value received
I assign without re-
course upon me
eight hundred eleven
50/100 dollars to Wm
G. Nicholl, the residue
being paid by him
as stated on the other note
on Henry Nicholl's pur-
chase money, as shown
by written certificate

July 10th 1896.

A. L. Pickens

[illegible]

$36.00. Lil County, State of Va. Sept 10. 189 4

On or before the first day of October, 1895, I promise to pay to B Sells, or bearer, **THIRTY-SIX DOLLARS,** negotiable and payable at Bank of Pennington Gap, value received, with interest at Six per cent from October 1st., 1894, if paid at maturity, but if not paid when due interest from date until paid. No promise or contract outside of this note will be recognized. And to secure the payment of this note I hereby waive the benefit of all homestead exemptions allowed by law to both real and personal property.

As witness My hand and seal this 10th day of September, 1894

L. L. Ramey. (Seal.)

P. O. Gross Mill

Rd by O. W. Ramey, (Seal.)

Salesman.

Write name of Buyer.

Claim No.
"43."

September 18th 1891

Received on the within
Note by Robert Board &
Discount on the key
Eleven Dollars
By Discount One Dollar

52

Pennington Gap Bank,
VIRGINIA.

$50.00

Pennington Gap, Va., 189

Sixty days after date I promise to pay to the order of

R. J. Wood & Sons

Fifty Dollars

Negotiable and payable without offset at PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced by this note Given under my hand date above written.

The undersigned principals and the endorsers, sureties and guarantors hereby severally waive presentment for payment, demand protest and notice of protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or other consent, and without effecting their liability.

N. L. Parsons

DUE Apr 5 189 5

Paid same to Mrs 5/05 by R. [illegible] 4/10 [illegible]

VOGELSANG PRINT, JONESVILLE, V

Claim No. "36"

WE as endorsers of this note, waive demand, notice, protest, all exemption laws; and guarantee payment of same or any renewal thereof; and acknowledge that we sign with a full understanding of this notice. R. J. Wood & Son

For value recd, we assign within note to R J Wood & Son they having this day paid same in full as Endorsers. This 9th day of Aug 1895

[illegible] Co
Pennington Gap Va

PENNINGTON GAP BANK.

VIRGINIA.

$139.92 Pennington Gap, Va., Dec. 17th 1894

Sixty days after date I promise to pay to the order of R. J. Wood & Sons One Hundred & Thirty Nine & 92/100 Dollars, at PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and I waive the benefit of my homestead exemption, as to this debt.

Given under my hand, day above written.

The undersigned principal and endorsers of this Note, which is filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees, in addition to principal and interest, which fee shall be added to and become part of judgment.

W. L. Parsons

Due Febry 15/1895

4/11 Int paid to May 5/95 by R J Wood & Sons 4.55

Claim No. 37."

We, as endorsers of this Note, waive demand, notice, protest, all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding of this notice.

R. J. Wood & Sons

For value rec'd we assign within note to R. J. Wood & Sons. They as Endorsers having paid the full amount to us this day. Given under my hand this May 22/96.

Attest Geo. Bailey

Fairmont Gas Bank

Received from Russell [illegible] 1876.

[illegible]

Thirty five & 96/100 Dollars

Part on note due from said Estate to C. C. Howard

$ [illegible] Receiver

"29-4"

23 a

35-96

39 95/100

May 12 1886

W. C. Poyson Dr

To Russel & Jessee Adm. for
Emma O. for now Emma Johns
thirty nine & 95/100 as part payment on

dollars

C E Johnson Rec

"17-6"
12a
39 90-

No. _____ March 13th 1896

RECEIVED OF Russell Dresser Admr Ex M C Parsons decd

One Hundred, Fifty Four 27/100 Dollars

Part payment on debt due to Emma O Johnson

Nee Howard. by said Parsons as Guardian.

$154 27/100

C. E. Johnson Rec'd

Emma O Johnson.

The within receipts
includes Sale Note
against C. E. Johnson $5,15
Interest .07
Note P. G. Bank 103—
$15422

No. 9 C. J. Feby 29 " 1896

RECEIVED OF Russell & Jesse Admrs W C Parsons Decd.

One Hundred Dollars

Apc Debt due by said Parsons to Emma A Johnson
Nee Howard, as her guardian

$100 00

C E Johnson Rec.
For Emma A Johnson

"Th"

100.00

A. L. PRIDEMORE,
ATTORNEY AT LAW,
JONESVILLE, LEE COUNTY, VA.
GATE CITY,
SCOTT CO., VIRGINIA.

On the day of June, Wm. Nicol paid to me the $1500. and the interest then on the two notes from Wm. C. Dickenson due me. of this sum, $834, was to go as a credit, on the Contract of Henry Nicol for purchase of Knob Farm. $500. was the installment and $300. for the interest provided in the Contract - But the whole sum was paid me, being a prior ~~period~~ lien on the land, and for the over plus of $834 ec I assigned to Wm Nicol without recourse upon me.

I think the acctg ought now to be charged with $834, collected on Henry Nicol Contract, and credited by the same amount paid on my debt thus giving them their Comp, which is all that is required at this time.

~~Sept~~ Oct 6/1896.

A. L. Pridemore

Pridemore

No 34a.

834.00

Received Sept 25, 1896

from Russell & Jesse

Adm. of the Est. M. C. Parsons

Twenty Five and Dollars

on Saw fee vs. these

$25.00 Pennington & Co.

Atty. P. L. J. P.

33a

2500

$21.25 [illegible] on account, —

[illegible] 18[illegible]

Received from Jesse & Russell Adams.

of Mr. C. Parsons Testator —

Twenty Nine & 25/100 Dollars

for 24 days work done for Mr. Parsons & 15 days work done for Adams for finding coffin &c — & mourning done —

$29.25

~~#37W~~ "

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] #35-5

1.5/35-6

32a

21.21

This is to certify that Harvey Newman attended one day as a witness before me, for Russell & Jesse admr in taking the account between Russell & Jesse admrs for M.C. Parson deceased Plaintiffs and W.R. Johnston defendants, at Somerville and that he is entitled to Mileage for 8 miles. for which services the said Russell & Jesse admrs are ordered to pay said Harvey Newman 82 cents. Given under my hand this Aug. 22 1896

J.C. Noel (Commissioner

~~[illegible]~~
3/a
82 & 823

"३६८"
३०८
३.२१६

Received from _____ 18 _____

_____

_____ Dollars

_____

$ _____ _____

"35 h"

29 a

12 00

Stickleyville Va

M. C. Parsons vs

To A J Litton J.P.

W. H. Blanton
For the
Benefit M. C. Parsons
against L. S. Duff
February 3 1894 Judgment L. S. Duff 50

W H Blanton
For M C Parsons Benefit
February 3 – 94 To Judgment against F A Stevens .50

W H Blanton
For the Benefit
M. C. Parsons
February 3 – 94 Judgment against L. H. Duff 50
1.50

I Certify that the above account for one one Dollar & fifty Cents for Costs against M C Parsons is Just & unpaid

A. J. Litton J.P.

Received the above account from Moses Gessell & Russell Admnist – July 27 1894

A J Litton J.P.

M C Parsons
Ala 1,50
Ser Costa

+ Kilter f.p.

2 y a
1510

Received from _____ 18 _____

_____ Dollars

_____

"32"

96

90c

Received from [illegible] 18[illegible]

[illegible] Dollars

[illegible]

29.a
4 60

July 20 1876

Received from [illegible]

witness fee

fifty cts Dollars

[illegible]

$ [illegible]

"30 a"
34 a
50 a

Received from [illegible] 18[illegible]

[illegible] of the estate [illegible]

[illegible] Dollars

[illegible]

$ [illegible]

"2 8 4"

22 a

1.00

Received June 24 1874

from Russel & Jessew adm

[illegible]

One [illegible] Dollars

for [illegible] for [illegible]

$ [illegible]

~~4270~~ "
2/a
100

Received from _____ 18__

_____

_____ Dollars

_____

_____

"~~5 6 6~~"

202

10 5-0

Received June 4 1896

from [illegible]

[illegible]

on 1412 collection by E. [illegible]

[illegible] Dollars

$

"~~23a~~"

18a

70a

May 28 18[illegible]

Received from [illegible]

[illegible] deceased

One Dollars

for [illegible]

$[illegible]

~~224~~

174

100

Received May 28 1876

of M. C. Parsons dec'd

from Russell & Jesse Clemens of Ft. L.

Three and 50/100 Dollars

for Acct against M. C. Parsons dec'd

$3.50

~~"2/-11"~~

16a

B 5-0

May 29 1896

Received from H. J. Russell & J. C. [illegible]
[illegible] of the Parsons Ed
Six 25/100 Dollars
in corn in full of account

$6.25

"~~20 a~~"

1 a.

6 25

$150.00

June 12th 1896

Received of Russell & Jessee Adams, M. C. Parsons Est. One hundred & fifty — Dollars as a credit on J. M. Howard claim against said Parsons

J. A. G. Hyatt Guardian for J. M. Howard

~~"25-tl"~~

19a

150.00

J. C. Jesse & H. J. Russell admrs Estate of M. C. Parsons deceased

1895 To S. V. F. Richmond Clerk of Lee County Court Dr

Feb 20 To order appr, oath bond &c 1.00 Tax 7.50 $8.50

March 23rd " To recording Contract M. C. Parsons from W. R. Johnson 1.25 Tax .50 $1.75

" " " " " W " " with J. M. Linn et als 1.25 Tax .50 $1.75

April 10 " " " between Carters & Parsons 1.25 Tax .50 $1.75

June 6th " Copying deed of M. C. Parson to C. T. Duncan Trustee .50

July 15 " Recording Contract with W. F. Hobbs & wife 1.25 Tax .50 1.75

Aug 8th " " appraise Bill $1.00

" " " " Sale Bill $1.50

Nov 13 " " deed W. B. Myers & wife to M. C. Parsons 1.25 Tax 1.00 $2.25

" " " " " J. M. Morgan & wife to Lincoln Suck 1.25 Tax 1.00 $2.25

1896 May 1st To Copying deed of Trust of J. L. Pennington from W. R. Johnson .90

$23.90

Cr March 7th 1896 By check $7.50 7.50

Bal $16.40

Received payment in full above fee bill of Jesse & Russell admrs This May 20th 1896.

S. V. F. Richmond
Clerk

"19-6"

14 a

16 40

Received May 15th 1896

from Russell & Jesse Rhees

[illegible] hundred

[illegible] Dollars

For one [illegible] C. Rhees

$15.00 Patrick Daugherty administrator

N 18-11
13a
V1 24

$

No

RECEIVED OF May 1 1896

Russell & Jesser Admrs

five ——— 00 Dollars

On fee bills

J. C. Hall

~~"16b"~~

11a

5-00

E. W. PENNINGTON, COM. ATT'Y,
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,
JONESVILLE, VA.

IN RE

.....

vs.

.....

PENNINGTON BROS.,

Attorneys-at-Law,

COLLECTIONS GIVEN SPECIAL ATTENTION.

Pennington Gap, Lee County, Va., May 9/96.

Rec'd of H. J. Runnell & J. C. Jones admrs. of the estate of M. L. Parsons fifty dollars as atty's fees for them as admrs.

Pennington Bros.
per E. W. Pennington

~~10-a~~

"10-a"

10a

~~$50.00~~

Received from _____ April 22 1876

_____

_____

One 90/100 _____ Dollars

_____

$ 1.90 _____

~~74 A"~~

9.a

, 90

$

No.

RECEIVED OF April 11 1894

Emerson, Pierce & Admo

a sum 100 Dollars

for services rendered hunting timber & lines of

land in Ark

R. L. Pierce

"~~18-8~~"
8 a

1.00

Mr. [illegible] District. No. 4

To W. E. WYNN, Treasurer of Lee County, Virginia, Dr.

No. P	No. L	1895	State Tax 30 cts. on $100	Sta'e sch'l tax 10 cts on $100	Co. Levy 40 cts. on $100	Road tax 20 cts. on $100	Co Sch'l tax 10 cts on $100	Dis. Sch'l tax 10 cts. on $100	TOTAL OF TAXES.	AMT.
	Val.									
Head Tax			$1 00		50				$1 50	
Per, Prop, No. / Tracts										
/ Acres			21	01	8	14	1	1		4
Lots										
TOTAL										4
5 per cent pen'ty										

Received Payment [illegible] D. [illegible] Treasurer.

Received of Russell & Jesse Bishop Eight cts
Apr 1th / 86
[illegible]

This is Dan [illegible] the other ticket

880

[illegible]

[illegible]

No. _____ March 23 1896.

RECEIVED OF Russell & Jesse Admrs M. C. Parsons dec'd.

Two Hundred _____ Dollars

Part payment on amt due from M. C. Parsons as Guardian Jno M. Howard.

J. A. G. Hyatt Present Guard. for said Howard

~~"Gen"~~

Sa

200.00

No. _____ March 28" 1896.

RECEIVED OF Russell & Jessie Admrs M. C. Parsons Decd,

Three Hundred _____ Dollars

Last payment debt against M. C. Parsons which is

secured by Deed of Trust recorded in Lee Co Clerk office

$ _____ W. M. Smith & H. D. G. Blair

"A"

300.00

$

RECEIVED OF

[illegible] 12 1896

Russel & Co

[illegible] T. Purcell Dollars

[illegible] received

[illegible]

[illegible]

No

"3 a"

3.00

$

RECEIVED OF _____ 189_

_____ 100 Dollars

No

"3a"

1°

Wm. Pennington

To Southwest Virginia Rub Co, Dr

To order of fertilizer [illegible] Slight

Wm Pennington Ret.

against

Pocket [illegible] Co,

$122.53 00

[illegible] [illegible] day [illegible]

to A. M. Brown,

S.W. Va. Ret.

Per Endo.

March 1st 1[illegible]

Wm Pennington

To Southwest Virginia [illegible], Dr

To order of publication in [illegible]
Wm Pennington Pltf
against
Cohen & [illegible] & Pocket Coal Co Defs
Fi Fa & [illegible]

the [illegible] ect is this day transferred
to A.M. Brown,
Sevr Pl, &c
[illegible] do,
this 1st day of [illegible]

Recd. of E. M. Pennington one
Five dollars amt. of
within bill June 1 1/2 1897

A M Simson

2

$25 00

Mar. 13/96

One day — — after date I promise to pay to the order of W. H. Pennington

Twenty-five & 00/100 Dollars,

with interest at six per cent. from date, for value received, and I hereby waive the benefit of my homestead exemption in this obligation.

Witness my hand and seal this 13th day of March 1896

No Due. Wallace Jones (L. S.)

(L. S.)

not $25.00
T. to 1/15/100

$35.00

One day - - - - after date we promise to pay to the order of Pennington Bros

Thirty-five & no/100 Dollars,

with interest at Six per cent. from date, for value received, and we hereby waive the benefit of our Homestead exemption as to this obligation.

Witness our hand and seal this 1st day of December, 1896.

No. ... Due ...

William Pennington (L. S.)

Isaiah Pennington (L. S.)

ber. by bal. of com-
mon land sale to C. D.
Russell, 5/22/97 $[illegible]
ber. by atty. fee in case
of Hon. P. vs. Mullett
5/22/97 $15.00

[illegible] 5/2[illegible] $ 35.00
1.00
$ 36.00
1[illegible].20
[illegible]
[illegible] 1[illegible].[illegible]00 [illegible].12
$ [illegible]0.30
[illegible] 1900 [illegible].[illegible]5

Mr. E. W. Pennington, comm. for W. Pennington, J. S. C. E. Mollet Rocky Station District. No. 4.

To W. E. WYNN, Treasurer Lee County, Virginia, Dr.

No. P27 No. L25 1893	Val.	State Tax 30 cts. on $100	St'e schl tax 10 cts on $100	Co Levy 25 cts. on $100	Road Tax 25 cts. on $100	Co. sch'l tax 10 cts on $100	Dis Schl tax 10 cts on $100	TOTAL AMT. OF TAXES.
Head Tax		$1 00		50				~~$1 50~~
Per. Prop.	2112	6 03	2 01	5 03	5 08	2 01	2 01	22 12
No. Tracts								
Acres								
Lots								
TOTAL								22 12
5 per cent pen'ty								

Received Payment [illegible] *Treasurer.*

144

$10.00

Recd. of W. H. Pennington Comr. in the Chancery cause of Wm. Pennington vs. C. R. Massey Ten Dollars on my fees in said cause

This June, 21st. 1897. A B Munsey Clerk

1

Recd. of E. H. Pennington Comr. i
chan. cause of Wm. Pennington vs.
C. E. Macelli Hal fifteen do
atty fee. This June 12 97
Pennington. Rec.

3

OFFICE OF

COWAN, McCLUNG & CO.

Knoxville Tenn March 25 1898

Mr W Fleming Gra'l
Fleming Pen Gap Va

Gentlemen Your favor of
the 24th March
on 135.00 Cm 14.57

Received with enclosure as stated, amounting to
One hundred forty eight & 28/100 Dollars
$148 28/100 Yours Truly,

Cowan, McClung & Co.
Per Clover

We have applied this to your Credit on a/c
Collection 88 Fleming Gra

N. B. In sending us Drafts or Checks put YOUR OWN endorsement on them

Mr. E. W. Pennington Trus. for Wm Pennington 20 C E Mallett

Rocky Station District. No. 4.

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P 23 No. L 10 1899	Val.	State Tax 30 cts. on $100	St'e schl tax 10 cts on $100	Co. Levy 25 cts. on $100	Road Tax 25 cts. on $100	Co sch'l tax 10 cts on $100	Dis Schl tax 10 cts on $100	TOTAL AMT. OF TAXES.
Head Tax		$1 00		50				~~$1 50~~
Pet. Prop	890	2 67	89	2 23	2 23	89	89	9 80
No. Tracts								
Acres								
Lots								
TOTAL								9 80
5 per cent pen'ty								

Received Payment: , Treasurer.

2.

Mr [illegible] *Jonesville District. No. 3.*

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P	No. L	1900 Val.	State Tax 30 cts. on $100	St'e schl tax 10 cts on $100	Co. Levy 35 cts. on $100	Road Tax 25 cts. on $100	Co. sch'l tax 10 cts on $100	Dis Schl tax 10 cts on $100	TOTAL AMT. OF TAXES.
Head Tax			$1.00		.50				$1 50
Per. Prop.		480	1 44	48	1 68	1 20	48	48	5 76
No. Tracts									
Acres									
Lots									
TOTAL									5 76
5 per cent pen'ty									

Received Payment: [illegible], *D. Treas.*

24

By order of the Under
Sheriff of Lancaster
County, Pa. 1872.

J J Hall
Date the 18 10
26

This is to certify that I, J. J. Hall did on the 26th day of May 1890 give to Hiram Carroll an order to M. C. Parsons for the sum of $10.00 and that on any settlement with said Parsons he had me charged with the sum which I paid in full

J. J. Hall
his
mark

Sworn to and subscribed before me this 19th day of July 1896

M. C. Parsons
N. P.

Hiram Carroll

Claim No "40"

Barred by Statute of limitation

A. M. GOINS,
Attorney at Law,
&
Com. Atty. for Lee County.

Barred by Statute of limitation

Vouchers for
2nd Year –
No 1st to 34th

West, Johnston & Co., Richmond

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon H. J. Russell & J. C. Jessee in their own right and as administrators of the estate of M. C. Parsons deceased. Ellen Jessee Eva Russell, George W. Parsons, Rebecca Parsons Wheeler P. Parsons the last two of whom are infants and ——— Parsons whose given name is unknown who is an infant of only a few months the last reputed child of the late M. C. Parsond decd. A. L. Pridemore assignee of M. D. Richmond decd. H. D. G. Blair Wm. M. Smith and C. T. Duncan Trustee Henry McColl, Wm. A. Parsons & R. Pennington

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in February, 1896, to answer a bill in Chancery, exhibited against them in our said court by Robt L. Pennington administrator of the estate of W. M. Pennington deceased who sues for himself & all other creditors of the late M. C. Parsons

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 13th day of February 1896 and in the 120th year of the Commonwealth.

A Copy — A. B. Munsey Clerk.

Teste A. B. Munsey Clerk

Legal service of the within summons is accepted. Feby. 14, 1896.

Wm. A. Parsons, By Counsel.

Legal service of the within summons is accepted to. Feby 14, 1896.

H. J. Russell & J. C. Jesse,
Eva Russell & Ellen Jesse,
& Geo. H. Parsons,
By Counsel.

Legal service of the within summons is accept. to. Feby-14th 1896.

J. S. Pennington

Robert L. Pennington, adm.

vs.

SUBPŒNA IN CHANCERY.

H. J. Russell & Jesse & als

p. q.

To 2nd Feby Rules,

Circuit Court.

Executed Feby 14. by delivering a true copy of the within summons to Sal. E. Pridemore the wife of J. S. Pridemore, at his usual place of abode

Executed Feby 14. by delivering a true copy of the within summons to Sal. E. Pridemore the wife of J. S. Pridemore, the bearer of his family residing the age of 16 years at his, the said Ah Pridemore's usual place of abode, explaining to her the purport of the

W. F. Cook Deputy Sheriff
W. S. Hyre

Legal service of the within summons is accepted.

C. T. Duncan, Trustee
N. D. G. Blair
Wm M. Smith
By C. T. Duncan Atty.

Everett Waddey Co.,
Stationers and Printers,
Richmond, Va.
Form No. 300½.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon J. C. Jessee Admr of the estate of M. C. Parsons Deceased

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said court, on the 3rd Monday in February 1900 ~~189~~, to answer a petition of Daniel Hall ~~bill in chancery exhibited~~ against him in our said court ~~by~~ in the Chancery Cause of R. L. Pennington Admr &c vs J. C. Jessee Admr &c et al

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 31st day of January 1900 ~~189~~, and in the 124th year of the Commonwealth.

A. B. Munsey Clerk

Form No. 300½.

Daniel Hall

vs. | SUBPOENA IN CHANCERY

J. C. Jesse Admr

L. T. Hyatt p. q.

To 2nd February Rules.

19 Circuit Court.

Executed this Feb. 8/1900 by delivering an attested copy of the within subpoena to J. C. Jesse Admr.

D. P. Eu L. S.

for H. J. Mi[illegible]

S. L. C.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon M. R. Kirk and J. L. Pennington

before A. M. Gains, Comr, at his office in the town of Jonesville, Va

to appear ~~before the Judge of our Circuit Court of the County of Lee, at the court house thereof,~~ on the 24th

day of August 1899, to testify and the truth to say in behalf of ~~the~~ J. C. Jessee, Admr,

vs.

in a certain matter of controversy in our said Court, ~~before the said Judge depending and undetermined between~~

and now pending before said Comr, in which

J. C. Jessee, Admr, vs. et al are Plaintiff, and

Geo. A. Crabtree are Defendant.

And have then there this writ. ~~Witness, A. D. MUNSEY, Clerk of our said Court, at the court house, the~~ And this they shall in no wise omit under the penalty of $100.

This 7th day of Aug 1899, and in the 123 year of the Commonwealth.

~~A copy--~~ Teste: A. M. Gains, Co. Clerk.

—XXXXXXXXXXXXXXXXXXXXXXXXXXXX—

J. C. Jesse Adams

vs. } SUBPŒNA FOR WITNESS.

Geo A. Crabtree

—XXXXXXXXXXXXXXXXXXXXXXXXXXXX—

~~Circuit Court~~ the 24th day

of May 1894.

Executed May
24 1894
by [illegible]
[illegible]
[illegible]

West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU to summon X X X

.....

..... { SUBPŒNA FOR WITNESS.

.....

Circuit Court, the ..... *day of*

..... *189*.

West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon H J Russell & J C Jessee in their own right, and as administrators of the estate of M C Parsons deceased, Ellen Jessee Eva Russell, George W Parsons, Rebecca Parsons Wheeler P Parsons the last two of whom are infants, and ___ Parsons whose given name is unknown who is an infant of only a few months the last reputed child of the late M C Parsons decd A L Pridemore assignee of M D Richmond deceased & D G Blair Wm M Smith and C T Duncan Trustee & Henry Nicoll and Chas A Parsons v. J. L. Pennington

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in February, 1896, to answer a bill in Chancery, exhibited against them in our said court by Robt L Pennington administrator of the estate of W. M Pennington deceased who sues for himself & all other creditors of the late M C Parsons

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 13th day of February 1896, and in the 120th year of the Commonwealth.

A B Munsey Clerk.

A Copy Teste A B Munsey Clerk

R. L. Pennington adm.

vs. { SUBPŒNA IN CHANCERY.

. ... *p. q.*

To .... *Rules,*

Circuit Court.

Executed by delivering to Henry Nicoll a true copy of the within ~~[illegible]~~ this 15th day of Feb 1896

L. B. Shufflebarger C.L.C.

West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon A. J. Russell & Ida Jessee in their own right and as administrator of the estate of Ida Parsons dec'd, Ellen Jessee, Eva Russell, Geo. W. Parsons, Rebecca Parsons, Wheeler P. Parsons, Bessie A. Parsons, A. L. Pridemore assignee of M. D. Richmond, Wm. M. Smith, W. D. G. Blair & C. T. Duncan Trustee, Saluda Richmond, S. O. F. Richmond, Mary Smith (nee Richmond), Jennie Armstrong (nee Richmond), May Richmond, Nerve Richmond & Josh Richmond & B. H. Sewell & S. W. F. Richmond administrators of the estate of M. D. Richmond & Lizzie E. Ely & Alex. M. Ely & W. K. Armstrong

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in May, 1896, to answer an amended bill in Chancery, exhibited against them in our said court by R. L. Pennington administrator of the estate of W. M. Pennington, dec'd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 4th day of May 1896, and in the 120th year of the Commonwealth.

A. B. Munsey Clerk.

A Copy Teste
A. B. Munsey Clerk

R L Pennington adm

vs. } SUBPŒNA IN CHANCERY.

Jesse & Russe adm

Pennington, Bro. q.

To 2nd Mon. day ..... Rules,

Circuit Court.

Legal notice of this pleading is accepted to. May 12 1886

W. A. Kennedy

Jesse Pennington

West, Johnston & Co., Richmond

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon H. J. Russell & J. L. Jessee in their own right, and as administrators of the estate of M. L. Parsons dec'd, Ellen Jessee, Eva Russell, Geo. W. Parsons, Rebecca Parsons Wheeler, P. Parsons, Bessie A. Parsons, A. L. Pridemore assignee of M. D. Richmond, Wm. M. Smith, H. D. & Blair C. T. Duncan Trustee, Saluda Richmond, S. V. F. Richmond, Mary Smith (nee Richmond) Jennie Armstrong (nee Richmond) Mary Richmond, Nerve Richmond & Josh Richmond & B. H. Sewell & S. V. F. Richmond administrators of the estate of M. D. Richmond & Lizzie L. Ely & Alex M. Ely & W. K. Armstrong

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in May, 1896, to answer an amended bill in Chancery, exhibited against them in our said court by R. L. Pennington administrator of the estate of W. M. Pennington dec'd

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 4th day of May, 1896, and in the 120 year of the Commonwealth.

A. B. Munsey, Clerk.

A Copy Teste

A. B. Munsey

vs. { **SUBPŒNA IN CHANCERY.**

p. q.

To ....*Rules,*

Circuit Court.

West, Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon H. J. Russell & J. L. Jessee in their own right and as administrators of the estate of M. L. Parsons deed, Ellen Jessee, Eva Russell, Geo. W. Parsons Rebecca Parsons, Wheeler P. Parsons, Bessie A. Parsons A. L. Pridemore assignee of M. D. Richmond, Wm. M. Smith, H. D. G. Blair, L. T. Duncan Trustee, Saluda Richmond, S. V. F. Richmond, Mary Smith (nee Richmond), Jennie Armstrong (nee Richmond), May Richmond, Nerve Richmond & Josh Richmond & B. H. Sewell & S. V. F. Richmond administrators of the estate of M. D. Richmond & Lizzie L. Ely & Alex. M. Ely & W. K. Armstrong

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in May, 1896, to answer an amended bill in Chancery, exhibited against them in our said court by R. L. Pennington administrator of the estate of W. M. Pennington deed.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 4th day of May 1896 and in the 120th year of the Commonwealth.

A. B. Munsey Clerk.

I accept legal service of the within summons for the following persons,

Lizzie Tally. (nee Richmond)
Alex M. Tally
Mary Smith. (nee Richmond)
By J. [illegible]

This May 9. 1896.

R. R. Pennington Admr.

vs.

Russell Lance Admrs. et al.

SUBPŒNA IN CHANCERY.

Pennington Bros p. q.

To Q. and S. May ..... Rules,

Circuit Court.

Entered May 12 1896. By attorney as time extn. to the written opn. in Office

R. J. Pitt Clerk, R. W. Burns

Petitioner Clerk.

McPherson & Pitt Atty's for Pltf.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee--Greeting:

WE COMMAND YOU, That you summon A. C. McNeil, Geo W Gorrett, Minter Johnson, George Pennington, J. W. Scott, Geo. Lion, Tucker Hall, Harve Cecil, James P. Graham & William Potter.

to appear before ~~the Judge of our County Court of the County of Lee~~ A M Goins, Comm., at the court-house thereof on the 27th day of April, 1896, to testify and the truth to say in behalf of the Nimrod Potter, in a certain matter of controversy pending before A. M. Goins, Commissioner in the chancery ~~in our said court before the said Judge depending and undetermined between the Commonwealth of Virginia, Plaintiff, and~~ cause of R. L. Pennington, Admr. &c. vs. H. J. Russell et als.

Defendant.

And this they shall in no wise omit, under the penalty of $100. And have then there this writ.

Witness ~~S. V. F. Richmond, Clerk of our said Court at the court-house,~~ the 3rd day of April, 1896, in the year of the Commonwealth.

A. M. Goins, Special Commissioner.

R. L. Pennington, Adm'r &c

ag't

SUBPOENA

FOR

WITNESS.

H. J. Russell et al

Special Court.

the 27 day of Apr,

1896.

Executed in part
April 27th 1896
By Summoning
D. D. Hall not
further Executed
for want of time
Wm. P. Weston

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White
~~COLORED~~

The Commissioners of the Revenue will be careful to list only the COLORED Personal Property owners on this sheet.

PERSONS, PROPERTY, AND OTHER SUBJECTS

Ascertained for Taxes and Levies in the County of Lee, within the Rocky Station Magisterial District of Frank K. Wilson, Commissioner of the Revenue,

White
~~COLORED.~~

The Commissioners of the Revenue will be careful to list only the COLORED Personal Property owners on this sheet.

OF TAXATION FOR THE YEAR ~~1896.~~

which were therein on the first day of February, or which were removed therein before the Commissioner's Books were delivered to the Officer charged with collection of Taxes.

SCHEDULE B.

Schedule A.	Names of persons charged with taxes.	Residence of each taxpayer.	No. of male taxables who have attained the age of 21 years, listed elsewhere herein.	Horses, mules and jennets, with value of each. No.	Value.	Cattle. No.	Value.	Sheep. No.	Value.	Goats. No.	Value.	Hogs. No.	Value.	Dogs. No.	Value.	Total assessable tangible personal property, including capitation tax, not listed elsewhere herein. No.	Value.	Under-tax gunners, except those exempt by law. Value.	Gentlemen's Twin. Value.	Pro-rate tax on capitation tax of persons not listed elsewhere herein, who have been in this county long enough to contribute to taxing it. Value.	Annual pensioners. Value.	Federal income tax, state income tax, license tax on trades, occupations, professions, or callings, not listed elsewhere herein. Value.	Watches. No.	Value.	Clocks. No.	Value.	Sewing machines. No.	Value.	Pianos, organs, melodeons, harps, violins, and other musical instruments. No.	Value.	The aggregate value of all household and kitchen furniture.	Value of all gold and silver plate, plated ware, watches, clocks, and jewelry.
1	2		3	3		4		5		6		7		8		9		10		11	12	13		14		15		16		17		18	19
30	John S. Burgan Sr	Stone Creek	1	–		3	25					6	8			1	10	–	–							1	2						25
24	Same	Booker	1	1	13	3	30					4	6			1	5	–	–	–	–	–		–	–	1	1	–					25
2	J. S. Burgan	"	1	1	20	1	10	2	2			3	5															1	8				10
3	John S. Burgan	Stone Creek	1	1	5	2	18	1	1	"		6	3											1	2	1	1				10		10

SCHEDULE C.

Schedule A.	Value of all bonds, notes and other obligations for the payment of money.	The aggregate value of all trade, business, and professional licenses.	Value of capital, including working capital, employed in business, trade, or profession, not listed elsewhere herein, or not exempt from taxation.	Value of all boats, vessels, and other craft, not listed elsewhere herein.	Value of all boats, barges and other craft, used in navigation of the James River.	All vessels and boats of navigation under the laws of the United States, or of any State, or of any foreign country, which may be in the waters of this State, or which may be in port in this State, and which are not taxable elsewhere.	The amount of all money, gold, silver, and other coin, not listed elsewhere herein.	Value of all distilleries, breweries, and factories of all kinds, not listed elsewhere herein.	All money on deposit, with any bank or other corporation, firm, or person.	The aggregate value of persons not enumerated herein.	The aggregate value of personal property not listed elsewhere herein.	The aggregate value of personal property not listed elsewhere herein, owned by persons who are not residents of this State.	The aggregate value of personal property not listed elsewhere herein, owned by persons who are residents of this State.	The aggregate amount of income in excess of $600 for the year next preceding, from all sources, not listed elsewhere herein.	The aggregate amount of income in excess of $600 for the year next preceding, from all sources, not listed elsewhere herein, owned by persons who are residents of this State.	Total tax on business, A, B, C and D.
20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39
														70 00	For year 1896. Page 1.				
														80 00	" " 1897 " 1.				
														55 00	" " 1898 " 2				
														50 00	" " 1899 " 1				

COUNTY LEVIES.

Schedule A.	Amount of taxes for County purposes.	Road Tax.	Name or No. of the District.	Public Free School Purposes. Amount of tax levied for County free school purposes.	Amount of tax levied for District free school purposes.	Total levy for County and District free school purposes.
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For the year 1898 the name John S. Burgan also appears on books, but is merely charged with poll tax, no property.

TOTALS,

☞ Unless all the blanks are filled and each column added, Books will not be accepted.

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☞ The Commissioner will be careful to insert on the Magisterial Recapitulation Sheets marked "COLORED" only the COLORED Personal Property Owners.

COLORED.

The Commissioners of the Revenue will be careful to list only the COLORED Personal Property owners on this sheet.

OF TAXATION FOR THE YEAR 1896,

which were therein on the first day of February, or which were removed therein before the Commissioner's Books were delivered to the Officer charged with collection of Taxes.

	SCHEDULE C.																		SCHEDULE D. INCOME.		TOTAL STATE TAXES.		COUNTY LEVIES.					
	21	22		23	24	25	26	27	28	29	30	31	32	33	34	35	36		37	38	39				PUBLIC FREE SCHOOL PURPOSES			
		18			19	1		2	3	4	5	6	7	8														
	A Schedule of the amount credit under the provisions of section 1 of the act of 1893-94, and the tax thereon, and of the tax on the data given, and the tax thereon.	All other, or more, property, tangible or intangible, not specifically mentioned in the preceding schedules, and not specifically exempt from taxation, and not specifically included in the following schedules, including the property of associations, companies, or partnerships.		The aggregate value of all other property not specifically mentioned in the preceding schedules.	The aggregate value of all other, other than those specifically mentioned in the preceding schedules.	The aggregate value of all bonds, notes and other evidences of indebtedness.	The aggregate value of all bonds, notes and other evidences of indebtedness.	Value of all bonds issued by any city or town, or any other political subdivision of this State, or any county, city, or town, or any other political subdivision of any other State, or any other State, or any other political subdivision of any other State, or any other State, or any other political subdivision of any other State, or any other State